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Section B - Supplies or Services/Fee/Prices

B.1 EMCBC-B-1001 Items Being Acquired

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for Environmental Remediation Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) Services of Facilities (Contaminated), Waste Management Services, and Regulatory Services at various locations throughout the United States in support of the U.S. Department of Energy (DOE) including National Nuclear Security Administration (NNSA). The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in each individual Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and provision of the following items in Section C, Performance Work Statement (PWS).

Item 001 – Environmental Remediation Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Waste Management Services, and Regulatory Services

B.2 EMCBC-B-1002 Fee Ceiling

The fee amount specified as a percentage is ___% for cost-plus-fixed-fee type Task Orders and shall serve as the fee ceiling for all cost-plus-fixed-fee Task Orders issued under the contract. The fee amount specified as a percentage is ___% for cost-plus-award-fee type Task Orders and shall serve as the fee ceiling for all cost-plus-award-fee Task Orders issued under the contract. The fee amount for each Task Order will be established in each individual Task Order. On each individual Task Order, the contractor may propose whatever fee amount it determines appropriate provided the fee amount as a percentage of the estimated cost of each proposed Task Order does not exceed the fee percentage ceiling for cost-plus-fixed-fee or cost-plus-award-fee Task Orders, as specified above. For cost-plus-award-fee Task Orders, the fee ceiling percentage applies to the total of the amount proposed for base fee plus award fee. This fee ceiling shall not apply to cost-plus-incentive-fee or fixed-price Task Orders. The fee ceiling percentage shall at no time exceed any statutory limitations imposed by 10 U.S.C. 2306(d), 41 U.S.C. 254(b), and FAR 15.404-4((c)(4)(i).

B.3 EMCBC-B-1003 Minimum and Maximum Quantities

- a. The minimum quantity to be ordered as required by Section I. 29, FAR 52.216-22 Indefinite Quantity is \$50,000.
- b. The maximum quantity to be ordered as required by Section I. 29, FAR 52.216-22 Indefinite Quantity is \$907,000,000.

Section C - Description/Specifications

Performance Work Statement (PWS)

for

Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) Services of Facilities (Contaminated), Regulatory Services, and Waste Management Services

C.1 General Description of Services

The contractor shall perform services including, but not limited to: environmental remediation; deactivation, decommissioning, demolition, and removal of facilities (contaminated); regulatory services; waste management and transportation; and all associated activities. The contractor shall safely and efficiently perform these services in support of the U.S. Department of Energy (DOE) including National Nuclear Security Administration (NNSA) at various locations throughout the United States.

C.2 Safety, Quality Assurance, and Contractor Oversight

It is a DOE priority to ensure safety of its contractor workforce, the DOE workforce, the public, and the environment. DOE strives to meet a goal of zero accidents and injuries at its work sites and cannot achieve this goal without contractor/DOE cooperation in creation of a culture of Integrated Safety Management at all levels. To achieve this goal, all contractors will be required as part of performing each individual Task Order to implement safety, environmental, quality, and oversight programs to safely and efficiently deliver services. The programs, including all implementing policy, procedures, and instructions, that may be required under each individual Task Order include, but are not limited to, the following:

- Integrated Safety Management System
- Safety Basis Documentation (nuclear Hazard Category 3 and above, and high hazard facilities)
- Unreviewed Safety Question program (nuclear and Hazard Category 3 and above, high hazard facilities)
- Decommissioning Plan (nuclear Hazard Category 3 and above, and high hazard facilities)
- Radiation Protection Program (including dosimetry programs)
- Worker Safety and Health Program
- Conduct of Operations (nuclear Hazard Category 3 and above, high hazard facilities, and as specified in each individual Task Order for below Hazard Category 3 DD&R and ER work tasks) Program
- Corporate Operating Experience Program
- Environmental Protection Program
- Waste Management Program
- Quality Assurance Program (based on American Society of Mechanical Engineers (ASME) publication NQA-1 2004, *Quality Assurance Requirements for Nuclear Facility Applications*, including 2007 addenda for Deactivation and Decommissioning (D&D))
- Contractor Assurance Program

List A (Section J Attachment J-1) includes the specific Federal regulations applicable to the programs above. List B (Section J Attachment J-1) includes the DOE Policy, Orders, Manuals and Standards applicable to the programs above. Additional programs not discussed above may be required for the successful completion of work under each individual Task Order. Descriptions of these programs are included in the DOE Policies, Orders, Manuals and Standards included in List B. Task Orders will identify the specific programs required. In addition, there are numerous DOE Guides and some Handbooks referenced in the Orders and Manuals for the contractor's use in developing and implementing acceptable programs.

C.3 Regulatory Frameworks

Services required under this contract for performance of Task Orders at various sites may be governed by different or several separate regulatory agreements. The agreements will be specifically identified in each individual Task Order and may be derived from Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), DOE Orders, Nuclear Regulatory Commission (NRC) Licenses, Environmental Impact Statements (EIS), Records of Decision (ROD), CERCLA Action Memoranda, or other site-specific requirements.

Additionally, a Federal Facility Agreement (FFA) may be in place at certain locations. A FFA is a binding interagency agreement between the U.S. Environmental Protection Agency (EPA), DOE, and the respective State(s) where the site(s) is located. The FFA governs the corrective and Remedial Action (RA) processes from the investigation of individual CERCLA Operable Units through their remediation and is designed to integrate the response action process with the corrective measures provisions of Section 3004(u) of RCRA. The FFA describes procedures for the parties to set annual work priorities for each process.

Some field work performed on-site or off-site at various sites may require contractor interaction with Federal (DOE and non-DOE) personnel and systems, as well as Tribal, State, and/or local governments.

C.4 Unique Approaches

It is not expected that a single cleanup formula will be applicable to all sites. Similar work may require different processes/timeframes at different locations or sometimes within a given location, dependent upon the complexity of the work in each individual Task Order.

C.5 Contractor-Furnished Services and Items

The contractor shall furnish all personnel, management and supervision, facilities, equipment, materials, and supplies necessary to perform the work under this contract, except for that specifically identified as being furnished by the Government.

C.6 Government-Furnished Resources

Government-furnished services and items will be identified in each individual Task Order.

C.7 Deliverables

Deliverables, including reports, will be identified in each individual Task Order.

C.8 Location of Performance

The primary locations for the performance of work under this contract are throughout the United States. Contractor personnel may be required to travel to work sites throughout the United States. Generally, work sites shall be at current or former DOE or DOE contractor locations in which Atomic Energy Commission, Energy Research and Development Administration, or DOE including National Nuclear Security Administration, work was or is being performed, or locations where DOE is/was responsible for performing work. These locations also include any of the DOE owned, leased, and/or controlled facilities. Non-DOE sites to which EM is providing a supporting role may also be the location of performance.

C.9 Work Authorization

Work will be authorized by issuance of each individual Task Order.

C.10 Description of Services

Services required under this contract include: environmental remediation; deactivation, decommissioning, demolition, and removal of facilities (contaminated), including accelerator facilities; regulatory services and support; waste management and transportation; and all associated activities to ensure safe and efficient performance of these services. Services also included in the scope of this contract involve facilities classified as Nuclear Hazard Category 3, 2, and 1 (as defined in DOE Standard 1027 -92, *Hazard Categorization and Accident Analysis Techniques for Compliance with DOE Order 5480.23, Nuclear Safety Analysis Reports*)), including associated safety systems; or reactor facilities, whether fueled or defueled; and complex facilities and its associated soils which have multiple hazards such as those containing a combination of radioactivity, elemental sodium, and/or mercury. Sites and facilities may be contaminated with radioactive, hazardous, and/or chemical substances, fissile and/or fissionable materials. Radiological constituents may include, but are not limited to: mixed fission products, activation products (e.g., cobalt-60), plutonium, americium, uranium, depleted uranium, radioactive sources, residual radioactive material (e.g., mill tailings), tritium.

The services are presented in the following manner for clarity purposes due to the differences in the regulatory framework applicable to the differing types of services. The services may be required to be performed in any combination or separately in each individual Task Order.

C.10.1 Environmental Remediation Services

These services include comprehensive environmental remediation services, including, but not limited to: initial site inspection and assessments; soil and groundwater characterization; remediation of a specific site or area including remediation of soils and groundwater; associated site restoration; design, construction, operation, and/or maintenance of treatment units and/or on-site or off-site waste disposal units; regulatory report writing; contaminant fate and transport modeling, data reduction, interpretation, and presentation; statistical analysis; and geographic information systems. Ancillary services such as design, construction, operation, surveillance and maintenance activities, and/or training (DOE, contractor and visitor personnel) may be required to accomplish the performance of these services.

C.10.2 Deactivation, Decommissioning, Demolition, and Removal Services (DD&R) of Contaminated Facilities

Services encompassed within DD&R include deactivation, decommissioning, demolition, and removal of contaminated facilities, and associated site restoration. Contaminated facilities may involve radiological, chemical, and/or other hazardous contamination. The levels of contamination may vary. These facilities may also contain hazardous, chemicals and materials including, but not limited to, asbestos, lead, PCBs, elemental mercury, and beryllium, and non-hazardous materials and waste. Services may involve facilities classified as Nuclear Hazard Category 3, 2, and 1, including associated safety systems; or reactor facilities, whether fueled or defueled; and complex facilities and its associated soils which have multiple hazards such as those containing a combination of radioactivity, elemental sodium, and/or mercury. Ancillary services such as design, construction, operation, surveillance and maintenance activities, and/or training (DOE, contractor and visitor personnel) may be required. Ancillary DD&R of non-contaminated facilities may be required to accomplish performance of the work.

C.10.3 Waste Management Services

Waste management services include comprehensive activities required to manage and dispose of wastes associated with or generated by cleanup of the contaminated sites and facilities. The contractor shall perform all characterization, certification, permitting, storage, treatment, and necessary logistical support to store, transport (on-site) and/or ship (off-site), and/or dispose of radiological, chemical and other hazardous waste, mixed waste (radioactive and hazardous), or other waste types. Any information regarding specific waste types, preferred treatment and disposal paths that may be available, any contracts available for treatment and disposal services, and existing permits and other requirements, e.g. Receiver Site Waste Acceptance Criteria, will be described in individual task orders. The contractor may be required to identify and implement a treatment process to effectively stabilize the waste and allow for its safe storage and eventual disposal. Ancillary services such as design, construction, operation, surveillance and maintenance activities, packaging and repackaging, and/or training (DOE, contractor and visitor personnel) may be required.

C.10.4 Regulatory Services

The contractor shall prepare any or all regulatory documents and assist DOE in obtaining public and stakeholder review, comment and acceptance of proposed ER and DD&R alternatives and approaches to satisfy RCRA, CERCLA, National Environmental Policy Act (NEPA), Federal Facility Agreements, Consent Orders and Decrees, Toxic Substances Control Act (TSCA), Atomic Energy Act, NRC and/or Agreement State licenses, and permits. These activities include, but are not limited to, the following:

- Initial site inspections and assessments
- Historical Site Assessments Multi-Agency Radiation Survey & Site Investigation Manual (MARSSIM) terminology)
- RCRA Facility Investigation/Feasibility Study Work Plan (RIFS)
- CERCLA Engineering Evaluation/Cost Analysis (EECA)
- Baseline Risk Assessment Report
- Corrective Measures Study/Feasibility Study
- Statement of Basis/Proposed Plan under CERCLA
- Categorical Exclusions (CX)
- Environmental Assessment (EA)
- Authorized Limits and supporting ALARA assessments
- Environmental Impact Statement (EIS)
- National Emission Standards for Hazardous Air Pollutants (NESHAPS) Assessments, Reports, and other Regulatory submittals
- Record of Decision
- CERCLA Action Memorandum
- Post Construction Report
- Final Remediation Report
- RCRA Permit Modification and Applications
- RCRA Closure Plans
- RCRA Corrective Measure/Action Plans
- Data Summary Reports
- Field Sampling Plan
- Groundwater Modeling Plan
- Well Installation/Field Activities Report
- Hazardous Materials Transportation Request
- Remedial Action Implementation Plan
- Radiological Implementation Plan

- Radiological Work Permit
- Sampling and Analysis Plan
- Waste Manifests
- State-specific reporting of treatment, storage, disposal, and shipment operations
- Public Involvement Plans
- Public Meetings
- Legal Notices
- Fact Sheets
- Administrative File Record and Administrative Record creation, maintenance, and completion

C.11 Performance Requirements

For each service, performance requirements are expressed in the following manner and include the following elements. A performance requirement consists of:

- **Performance Objective:** A statement of the outcome or results expected in a specific service area. Performance objectives are also found in each individual Task Order issued under each of the service areas.
- **Performance Measures:** The critical few characteristics or aspects of achieving the objective that will be monitored by the government. Each objective may have one or more measures.
- **Performance Expectations:** A statement setting forth all milestones, procurement requirements, and deliverables to be met by the contractor.

C.11.1 Performance Objectives

The contractor shall complete all services as required by each individual Task Order. In accomplishing Performance Objectives, the contractor shall:

- Perform services in accordance with applicable Federal laws, state laws, local laws, Consent Orders and Decrees, Environmental Impact Statement and Record of Decision, permits and any other agreements and DOE environmental, safety and health, and quality assurance requirements
- Perform all services in accordance with approved safety programs
- Comply with the site Safety Basis, Safety Evaluation Report, and Technical Safety Requirements
- Design and implement complex groundwater treatment systems
- Complete work on schedule
- Complete work within estimated cost
- Receive no Notice of Violation or equivalent letter from DOE identifying a violation of Federal laws, state laws, local laws, Consent Orders and Decrees, permits, other agreements, DOE Environmental, Safety and Health programs, or quality assurance requirements.

C.11.2 Representative Performance Measures

Each individual Task Order will identify performance measures for the work to be performed. These may include, but are not limited to, the following:

- Environment, Safety, Health and Quality Assurance Statistics (recordable injury rate, lost work day case rates, reports of violations, work days without injuries, number of quality inspections and assessments completed, trends in time, etc.)
- Earned Value Management Statistics and trends
- Risks realized and their monetary value
- Technical Safety Requirement violations

- Opportunities realized (costs avoided) and their monetary value
- Process efficiency measures (e.g. shipments of waste per day, 1000's of square feet demolished per month, percentage of waste material diverted to recycling, pounds of contaminants removed from groundwater, etc.)
- Energy and water efficiency measures (e.g., reductions in fuel, utility, and natural resource consumption, use of renewable energy, etc.)

C.11.3 Representative Performance Expectations

Each individual Task Order will identify performance expectations for the work to be performed. These may include, but are not limited to, the following:

- Provide personal protective equipment.
- Provide safety oversight of transportation activities while on DOE work sites. This includes performing hazard analysis of loading and unloading operations.
- Develop and/or update the Safety Basis for the site as identified in the Task Order
- Provide safety training of all service personnel, DOE on-site personnel and visitors.
- Develop and implement a training program to ensure compliance with all environmental, safety and health, quality assurance, and conduct of work requirements.
- Complete Operational Readiness Review or Readiness Assessment or Readiness Evaluation.
- Develop and implement the Unreviewed Safety Question program.
- Develop and implement a Conduct of Operations program.
- Develop a Decommissioning Plan.
- Develop a draft Environmental Impact Statement (EIS).
- Prepare draft response to public comments on the EIS.
- Implement a compliant ASME NQA-1 program.
- Provide oversight to ensure safe operations.
- Obtain all necessary permits to conduct work.
- Coordinate all groundwater characterization with site-wide groundwater protection programs, if any are established.
- Develop a groundwater remediation strategy.
- Design groundwater treatment systems.
- Develop groundwater treatment systems operating manuals.
- Perform periodic groundwater review for systems optimization.
- Submit environmental and regulatory reports to the DOE for review and approval, and revise as necessary.
- Include and/or resolve all DOE comments in the environmental and regulatory reports and obtain approval by the regulators.
- No Technical Safety Requirement violations.
- Complete environmental remediation services.
- Obtain applicable Federal and/or State post construction report approval.
- Provide temporary facilities, which may include, but are not limited to, trailers, change rooms, lockers, washrooms, shower facilities, and sanitation services to accommodate the contractor work force, as needed.
- Remove all accountable property as appropriate for reuse by the DOE.
- Characterize all materials, including building materials, process residuals, and wastes.
- Deactivate and/or decontaminate the facility to a specified reuse standard, as required.
- Disconnect, isolate, or reroute all utilities, services and/or infrastructure connections to the facility during deactivation.
- Provide access roads, as needed, to facilitate work.
- Modifying existing fencing or adding fencing to control the work area.

- Selectively use explosives to facilitate demolition, if specifically allowed and authorized.
- Minimize interference with roads, streets, walks and other facilities.
- Preserve all stakes, monuments, and benchmarks. If demolition techniques make this impossible, the contractor shall agree on an alternative with the DOE.
- Employ and implement measures for controlling suspended solids in storm water run-off as a result of work activities. Storm drains shall be protected during performance of the work in a manner (e.g. straw bales, silt fence, etc.) in accordance with Federal, State or local regulations.
- Dismantle, remove and dispose of all facilities, surplus equipment and fencing.
- Remove inactive utilities and structures including, but not limited to: utility poles, post indicator valves, hydrants, exterior piping, electrical and associated distribution control equipment commonly found in substations, transformers, transformer pits and vaults, utility trenches, steam system piping and structures, heating fuel tanks and distribution piping, and compressed gasses tanks and distribution piping.
- Stage all materials and equipment in appropriate lay-down areas.
- Remove and dispose of all equipment, rubble, sanitary waste, scrap metal and trash from the work site.
- Restore the work areas, which may involve, but not be limited to: backfilling excavations with clean fill, compacting the fill, and seeding, or paving; restoring damaged roadways; removing temporary roadways, facilities and fencing; and restoring other modifications made to facilitate work.
- Complete all dismantlement and removal work.
- Appropriately characterize, store, treat and dispose of all waste.
- For all waste, ensure that final bills of lading and appropriate certificates of acceptance and disposal are signed by the disposal facility representative and are submitted to and accepted by the DOE.
- Receive no moving traffic violations, violations or citations for road worthiness of transport vehicles or for improper labeling, placards, markings, packaging, weight limitation, or shipping paper inadequacies.
- Complete all documentation.
- Develop and implement a dosimetry program compliant with 10 CFR 835 Radiation Protection Programs, including obtaining Department of Energy Laboratory Accreditation Program (DOELAP) accreditation of the dosimetry program.
- Complete regulatory Administrative File and Administrative Record.
- Procure environmentally preferable products, supplies and services, including recycled-content, biobased-content, energy-efficient, water-efficient, and non-toxic products, supplies, and services as a first option in the conduct of operations.
- Incorporate sustainable design, construction, and operations and maintenance practices into the development and operations of all buildings.
- Manage activities to maximize opportunities to recycle wastes generated through cleanup activities.

Section D - Packaging and Marking

D.1 HQ-D-1001 Packaging (APR 1984)

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 EMCBC-D-1001 Marking (APR 1984)

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract and Task Order by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
 - (3) Indicates whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the Designated Contracting Officer (DCO), a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the DCO.

Section E - Inspection and Acceptance

E.1 FAR 52.246-11 Higher-Level Contract Quality Requirement. (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below:

- Quality Assurance Program (based on American Society of Mechanical Engineers (ASME) publication NQA-1 2004, *Quality Assurance Requirements for Nuclear Facility Applications*, including 2007 addenda for Deactivation and Decommissioning (D&D))
- EM-QA-001 EM Quality Assurance Program

E.2 EMCBC-E-1001 Inspection and Acceptance

Inspection and acceptance of all items under this contract shall be accomplished by the DCO, the Designated Contracting Officer's Representative (DCOR), or any other duly authorized Government representative identified by the DCO. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

Fixed Price Clauses (applies to Fixed Price Task Orders only)

E.3 FAR 52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)

E.4 FAR 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

E.5 FAR 52.246-16 Responsibility for Supplies. (APR 1984)

Cost-Reimbursement Clauses (applies to Cost-Reimbursement Task Orders only)

E.6 FAR 52.246-3 Inspection of Supplies - Cost-Reimbursement. (MAY 2001)

E.7 FAR 52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984)

Section F - Deliveries or Performance

F.1 DOE-F-1002 Place of Performance - Services

The services specified by this contract shall be performed at the following location(s): The services shall be performed at various locations throughout the United States in support of the U.S. Department of Energy (DOE) including National Nuclear Security Administration (NNSA). The Place of Performance shall be specified in each individual Task Order.

F.2 EMCBC-F-1001 Delivery Schedule

The delivery schedule shall be specified in each individual Task Order.

F.3 EMCBC-F-1002 Contract Term

The contract term shall be five years from date of award of this contract.

Fixed Price Clauses (applies to Fixed Price Task Orders only)

F.4 FAR 52.242-15 Stop-Work Order. (AUG 1989)

F.5 FAR 52.242-17 Government Delay of Work. (APR 1984)

Cost-Reimbursement Clauses (applies to Cost-Reimbursement Task Orders only)

F.6 FAR 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)

Section G - Contract Administration Data

G.1 DOE-G-1001 Billing Instructions (applies to Cost-Reimbursement Task Orders only)

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed on cost-reimbursement type contracts.

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the contractor. Do not submit a paper copy of the voucher.

The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost

The following instructions are provided for use by the contractor in the preparation and submission of the Statement of Cost:

- (i) Statement of Cost must be completed in accordance with the contractor's cost accounting system.
- (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
- (iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
- (iv) The Direct Productive Labor Hour (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.
- (v) The total fee billed, retainage amount, and available fee must be shown.
- (vi) If task orders or task assignments are issued under this contract, the contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

(2) Supporting Documentation

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of

travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Any cost sharing or in-kind contributions incurred by the contractor and/or third party during the billing period must be included.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.2 DOE-G-1010 Nonsupervision of Contractor Employees on Government Facilities

The Government shall not exercise any supervision or control over contractor employees performing services under this contract. The contractor's employees shall be held accountable solely to the contractor's management, who in turn is responsible for contract performance to the Government.

G.3 EMCBC-G-1001 Billing Instructions - ALT I (applies to Fixed Price Task Orders only)

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered. The Standard Form can be found on the General Services Administration (GSA) website at <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>.

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the contractor. Do not submit a paper copy of the voucher.

G.4 EMCBC-G-1002 Observance of Legal Holidays

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall

not be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

G.5 EMCBC-G-1003 Individuals Authorized to Issue Orders

The following personnel are authorized to issue orders under this contract: Department of Energy, including National Nuclear Security Administration, Contracting Officers.

G.6 EMCBC-G-1004 Designated Contracting Officer's Representative (DCOR)

The DCOR will be designated in each individual Task Order. Specific duties and responsibilities of the DCOR are those delegated in the DCOR's Delegation under each individual Task Order.

G.7 EMCBC-G-1005 Correspondence Procedures

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DCOR, with an information copy of the correspondence to the DCO (see below paragraph (c) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 24 of the contract form (Solicitation, Offer, and Award Standard Form 33) of this contract or if a Standard Form 26 is used (Award/Contract) the Government Contract Administration Office designated in block 6 of this contract.

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the contract form of each individual Task Order, all correspondence, other than technical correspondence, shall be addressed to the DCO, with informational copies of the correspondence to the DCOR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of each individual Task Order, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DCO, DCOR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) CO Address. The CO address is as follows:

Contracting Officer
ATTN: DE-EM0000638
U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45208

The DCO's address will be identified in each individual Task Order.

(d) Technical Reports. Procedures for technical reports will be specified and described in each individual Task Order.

G.8 EMCBC-G-1006 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice.

G.9 EMCBC-G-1005 Definitions

The following special definitions are applicable to this contract:

Contracting Officer (CO) - The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this contract as a whole. This is the official that will award and administer the basic contract.

Designated Contracting Officer (DCO) - The person with the authority to enter into contracts as defined in FAR 2.101 and who is assigned as the person with authority to enter into and/or administer a specific Task Order issued under this contract. The DCO shall be identified in each individual Task Order.

Designated Contracting Officer's Representative (DCOR) - The DCO's designated representative whose responsibilities apply to the administration of a specific Task Order issued under this contract. The DCOR shall be identified in each individual Task Order. The extent of the DCOR's authority is defined in the Contract Clause "Technical Direction".

Section H - Special Contract Requirements

H.1 DOE-H-1051 Consecutive Numbering (MAY 2009)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.2 FAR 52.234-4 Earned Value Management System. (JUL 2006) (Applies to Each Individual Task Order, if applicable)

(a) The contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: <"TBD" (to be completed in each individual Task Order)>

H.3 DOE-H-1001 Ombudsman ALT I

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors,

potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made at the CO and DCO level, interested parties may contact the Contracting Activity ombudsman:

Office of Environmental Management (EM) Task Order Ombudsman
US Department of Energy
1000 Independence Ave., S.W.
Washington, DC 20585

Concerns, issues, disagreements, and recommendations which cannot be resolved by the Contracting Activity ombudsman may be referred to the DOE ombudsman:

DOE Ombudsman
US Department of Energy
1000 Independence Ave., S.W.
Washington, DC 20585

Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the CO or DCO or as specified elsewhere in this document. If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a 'fair opportunity to be considered', consistent with Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended and the procedures of the contract.

H.4 DOE-H-1003 Labor Relations (Applies to Each Individual Task Order, if applicable)

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

(b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.

(c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and State Labor Relations laws.

(d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

H.5 DOE-H-1004 No Third Party Beneficiaries

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.6 DOE-H-1005 Worker's Compensation Insurance

(a) The Contractor shall maintain workers' compensation insurance coverage pursuant to the requirements of FAR 28.307-2, FAR 28.308 and DEAR 970.2803-1. The insurance program must be approved by the CO and cover all eligible employees of the Contractor and comply with applicable Federal and State workers' compensation and occupational disease statutes.

(b) The Contractor shall obtain a service-type insurance policy that endorses the Department of Energy Incurred Loss Retrospective Rating Insurance Plan unless a different arrangement is approved by the CO.

(c) The Contractor shall submit to the CO an annual evaluation and analysis of workers' compensation cost as a percent of payroll in comparison with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by the CO. The Contractor's self evaluation shall discuss:

- Periodic audits of claims servicing units; and,
- The reasonableness of self-insurance reserves and methods and assumptions used to closeout claims or losses to present value.

(d) The Contractor, if it is a state institution covered under a corporate workers' compensation arrangement, shall provide the CO with a copy of the account statements including deposits, earnings, payments, losses, and administrative fees by the Contractor's financial institution on no less than an annual basis.

(e) The Contractor shall obtain approval from the CO before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the CO.

H.7 DOE-H-1007 Post-Contract Responsibilities for Pension and Other Benefit Plans (Applies to Each Individual Task Order, if applicable)

(a) If this Contract (task order) expires or terminates and DOE has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired contractor employees with respect to service at (fill-in site) (collectively, the 'Plans'), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer.

(b) If this Contract (task order) expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management

and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be 'Contract Completion' for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:

(1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

(2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

H.8 DOE-H-1024 Alternative Dispute Resolution (ADR)

(a) The DOE and the contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the contractor:

(1) DOE and the contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs (b)(1) and (b)(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

H.9 DOE-H-1032 Release of Information

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the DCO.

H.10 EMCBC-H-1001 Conservation of Energy and Fuel

The contractor shall instruct contractor employees in energy conservation practices. The contractor shall operate under conditions that preclude the waste of energy.

The contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security. The contractor shall integrate renewable energy technologies into its activities to the maximum extent practicable.

The contractor shall maximize efforts to increase the fuel efficiency in its vehicles, and to maximize the use of alternative fuels in vehicles, including the use of bio-based diesel fuels and additives in construction vehicles.

H.11 EMCBC-H-1002 Addition and Alterations to Implement Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management and its Implementing Instructions

This contract involves contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at http://ofee.gov/eo/eo13423_main.asp. The Department of Energy implements Executive Order 13423 through DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, and DOE Order 450.1A, Environmental Protection Program. The contractor is expected to integrate the sustainable practices identified in Executive Order 13423, and embedded in the DOE Orders, in all work conducted under this contract.

H.12 EMCBC-H-1003 Confidentiality of Information

(a) To the extent that the work under this contract/Task Order requires that the contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the CO or DCO in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the contractor or otherwise becomes part of the public domain through no fault of the contractor;
- (3) Information which the contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the contractor can demonstrate was received by it from a third party who did not

require the contractor to hold it in confidence.

(b) The contractor shall obtain the written agreement, in a form satisfactory to the CO or DCO, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract.

(c) The contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the contractor under this contract, and to supply a copy of such agreement to the CO or DCO. From time to time upon request of the CO or DCO, the contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the contractor received such information.

(d) The contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by contractor personnel.

(e) This clause shall flow down to all subcontracts.

H.13 EMCBC-H-1004 Modification Authority

Notwithstanding any of the other provisions of this contract/Task Order, the CO or DCO shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.14 EMCBC-H-1005 Ordering Procedures

For the work specified in the Performance Work Statement of this contract, the CO or a DCO may periodically issue Task Orders to one or more of these contractors, pursuant to the procedures set forth in this clause. The contractor shall commence performance upon the receipt of a Task Order signed by the DCO. Costs not attributed to the performance of each individual Task Order will not be allowed without the prior written consent of the DCO or CO. The contractor shall not be reimbursed for the costs of preparing task proposals as a direct cost under this contract or any Task Order.

(a) The contractor agrees that issuance of a Task Order in accordance with any of the procedures as described below is deemed to have provided the contractor a "fair opportunity to be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(b) The DCO shall provide each awardee a fair opportunity to be considered for a Task Order exceeding \$3,000 unless one of the following statutory exceptions applies:

- (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
- (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

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- (3) The Task Order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a Task Order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original Task Order.
- (4) It is necessary to place a Task Order to satisfy a minimum guarantee.

(c) Competition for Task Order Acquisitions Exceeding \$100,000

- (1) The DCO will make a determination in accordance with FAR 19.502-2(b) before conducting a competitive task order acquisition over \$100,000. If the DCO has a reasonable expectation in accordance with FAR 19.502-2(b), the task order acquisition will be set aside in accordance with FAR 19.502-2(b) for competition by the small business contract holders in accordance with the terms and conditions of the contract. If the DCO does not have a reasonable expectation in accordance with FAR 19.502-2(b), the task order acquisition will be issued for competition by all contract holders in accordance with the terms and conditions of the contract.
- (2) The above paragraph (1) is based upon Delex Systems, Inc. B-400403, October 14, 2009, ____CPD____. The Government reserves the right to unilaterally revise or delete the above provision in paragraph (1) if there is a change in applicable statutes, regulations, or other law and conduct competitive task order acquisitions in accordance with the applicable law.

(d) Procedures for Issuance of Request for Task Proposals:

The DCO will furnish the contractor with a Request for Task Order Proposal (RTP) which will include, at a minimum:

- (1) A description of the specified work and deliverables required, including the site location;
- (2) The anticipated performance period;
- (3) A description of the Task Order type;
- (4) Any property, material or services to be made available for performance of the order; and
- (5) Any other pertinent information, including but not limited to applicable Service Contract Act Wage rates, site visit date, Certificate of Current Cost or Pricing Data, any specific contractor human resources management requirements.
- (6) Information required to be submitted by the Contractor and a reasonable response time
- (7) Basis for award of the Task Order
- (8) For Task Orders exceeding \$5M, the following additional information will be provided:
 - a. A notice of the Task Order that includes a clear statement of the requirements
 - b. Disclosure of the significant factors or subfactors (if any) including cost or price that the agency will consider in evaluating proposals and their relative importance
- (9) The contractor shall, within the time specified in the RTP, provide the required number of copies of the proposal as set forth in the RTP. The contractor's proposal shall address the requirements as specified in the RTP which includes the requirement for cost and technical information.

(e) Procedures for Conducting Task Order Competition

- (1) Pre-proposal
 - a. If a pre-proposal conference is held or a draft RTP is issued, there will be an opportunity for submittal of relevant written questions and answers.
 - b. Site visits are at the discretion of the DCO. If there is an opportunity for site visits, one week's notice will be provided to contractors.
 - c. A RTP may request limited technical and/or limited cost information.
- (2) After submission of proposals, the following exchanges with contractors will not necessitate exchanges with all Offerors:
 - a. Limited exchanges to clarify (without permitting revisions) of certain aspects of proposals or to resolve minor or clerical errors

- b. Obtain written agreement from the contractor to incorporation of commitments/statements proposed by the contractor in technical or cost proposals
- c. Obtain agreement to caps on indirect rates
- d. Change in statutory fixed fee percentage
- e. Adverse past performance information
- f. Substitutions of past performance references
- g. Any other matters pertaining to past performance
- h. Questions pertaining to locating information in proposals
- i. Requests for back-up to cost information
- j. Questions and answers to questions concerning mathematical calculations

(3) Revisions to proposals

- a. The DCO has the right to not request revised proposals from all contractors that have submitted proposals in response to an RTP. Based upon consideration of cost and technical submissions, the DCO has the right to limit the number of proposals to the greatest number that will permit an efficient competition. The DCO has the right to not request revisions from contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable.
 - i. The DCO has the right to conduct discussions on limited aspects of a proposal and/or limit revisions to only specific parts of the technical or cost proposal based upon a determination that there is not a material impact to the other sections of the technical and cost proposal.
 - ii. The DCO has the right to limit negotiations and revisions to fee only.
 - iii. The DCO has the right to not provide information regarding all aspects of the evaluation of the contractor's proposal and limit the information provided to only the deficiencies and/or significant weaknesses or significant cost issues.
 - iv. All contractors which have been requested to submit revisions will be provided a common date by which all revisions are to be submitted.
- b. Correction of minor errors or inconsistencies will not be considered a revised proposal subject to paragraph (3)a. above.

(f) Basis for Award of Task Orders

(1) Issuance of Task Orders Based on Lowest Price Technically Acceptable Offer.

Task Orders may be issued based on the lowest price technically acceptable proposal. The DCO will analyze the proposals against the requirements as set forth in the RTP to determine which technically acceptable proposal represents the lowest price to the Government.

(2) Issuance of Task Orders Based Upon other than Lowest Price Technically Acceptable

Task Orders may be issued based upon other than the basis of lowest price technically acceptable proposal. Task Orders may be issued upon a basis for award and the criteria as stated in the individual RTP. Issuance of such orders may be based upon the following, which include but are not limited to:

- a. Best Value with Technical Merit Substantially More important than Cost/Price
- b. Best Value with Cost/Price and Technical Merit Approximately Equal
- c. Best Value with Technical Merit Less Important than Cost/Price

(3) Past performance on Task Orders issued under the contract, including quality, timeliness and cost control, may also be considered, in the issuance of a task order under (e)(1) or (e)(2) above. The

DCO also has the discretion to consider past performance under other contracts in the issuance of a task order under (e)(1) or (e) (2) above. The RTP will identify information, if any, that is to be provided by the Contractor. Requested information may include, but not be limited to, past performance information for the contractor, teaming partner, and major or critical subcontractors. If a teaming partner or major or critical subcontractor has changed during the contract performance period or is proposed to perform under the task order, past performance information for the new entity may be evaluated as part of the DCO's evaluation of that individual contractor's proposal only (See also EMCBC-H-1002).

- (4) The DOE may also consider the impact of other Task Orders placed with the contractor in making a Task Order award decision.
- (g) The Task Order issued will include the following information, but is not limited to:
- (1) Date of the order;
 - (2) Contract and Task Order numbers;
 - (3) Performance-Based Statement of Work, including references to applicable specifications;
 - (4) Task Order performance period;
 - (5) Task Order deliverables;
 - (6) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);
 - (7) The total dollar value of the Task Order, and appropriate breakout for the specific Task Order type, if applicable;
 - (8) Accounting and appropriation data;
 - (9) The names, addresses, and phone numbers of the applicable DCO and DCOR as well as any other necessary points of contact; and
 - (10) Any other pertinent information deemed necessary to the performance of the Task Order.
- (h) No protest is authorized in connection with the issuance or proposed issuance of a Task Order except for:
- (1) A protest on the grounds that the Task Order increases the scope, period, or maximum value of the contract; or
 - (2) A protest of a Task Order valued in excess of \$10 million. Protests of Task Orders in excess of \$10 million may only be filed with the Government Accountability Office through May 27, 2011, or as extended by statute, in accordance with the procedures at FAR 33.104.
- (i) An ombudsman has been designated at the contracting activity awarding this contract to ensure that all contractors are afforded a "fair opportunity" to be considered for task or delivery orders pursuant to FAR 16.5. The purpose of the ombudsman is not to diminish the authority of the CO or DCO, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract, does not act in the capacity of a CO or DCO, and does not participate in the adjudication of contract disputes in regard to multiple award task or delivery order contracts awarded pursuant to FAR 16.5.

H.15 EMCBC-H-1006 Major or Critical Subcontracts – Designation and Consent

The following subcontractors have been determined to be major or critical subcontractors:

At the Basic Contract level, if the Contractor proposes to use any new major or critical subcontractors other than those named above the Contractor shall provide notification to, and obtain consent from, the CO regardless of any exceptions that may be stated in the Subcontracts clause of this contract. Consent to these subcontracts is retained by the CO and will not be delegated.

If a contractor proposes a subcontractor other than those identified above to perform work under each individual Task Order with a dollar value of \$5M or more in the areas of Environmental Remediation (including Groundwater); DD&R; Waste Management; Regulatory Services; Radiological Controls; Safety; and regardless of dollar value, any subcontractor proposed to perform activities associated with the DD&R of a Hazard Category 3, 2, 1 facility(ies) or portion of the facility(ies) under this contract: , the contractor must obtain consent by the CO before the contractor may be issued the Task Order. The contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed major or critical subcontractor and any other information requested by the CO. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new major or critical subcontractor on future task orders.

After the award of each individual Task Order, if the Contractor proposes to replace any of the approved major or critical subcontractors, the Contractor shall provide notification to, and obtain consent from the DCO regardless of any exceptions that may be stated in the Subcontracts clause of this contract. Consent of these subcontracts is retained by the DCO and will not be delegated.

H.16 EMCBC-H-1007 Task Order Contract Type

Under this contract, DOE may issue Task Orders of the following types: Firm-Fixed-Price, Cost-Plus-Fixed Fee, Cost-Plus-Award-Fee, and Cost-Plus-Incentive-Fee.

H.17 EMCBC-H-1008 Project Control Systems and Reporting Requirements (Applies to Each Individual Task Order, if applicable)

NOTE: Specific Project Control Systems (PCS) and reporting requirements shall be specified under individual Task Orders dependent upon the extent of anticipated cost, scope and duration. Task Orders will include specific requirements for each aspect of this clause that are required for each individual Task Order and with specifications and frequency of reports and oversight. The Task Order will specify if the work shall be subdivided into subprojects and/or Project Baseline Summaries (PBS) for management, oversight and reporting.

Project Control System

- (a) The contractor shall use the Government provided work breakdown structure (WBS) and incorporate DOE's Environmental Cost Element Structure (ECES) into the WBS. The contractor shall establish, maintain, and use a project control and management system that accurately reflects the project status relative to cost and schedule performance, and track changes to the baseline. This system shall be fully integrated with the Department of Energy's (DOE's) financial accounting systems to ensure consistent reporting of costs. The contractor shall maintain a project management system in accordance with the following requirements documents, or any changes made in the requirements of these documents during the course of the project execution.

- (1) DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets, July 28, 2006;

(2) HQ Memorandum, Configuration Control Board, December 19, 2002.

- (b) The contractor shall submit to the DCO and the DCOR a detailed written Project Control System Description (PCSD), Project Management Plan (PMP), and all implementing policies and procedures documenting implementation of ANSI/EIA-748-B Earned Value Management Systems (Published June 2007) of the contractor's proposed project control system for review and approval within 90 calendar days after award of the Task Order. Cost effective, tailored application of controls will be a critical factor in determining acceptability of the proposed system.
- (c) DOE will conduct an Earned Value Management System (EVMS) compliance review of the contractor's proposed project control system per DOE Order 413.3A to determine if the description and procedures meet the requirements of this contract clause. The contractor shall be prepared to successfully support a DOE review and to successfully gain Earned Value Management System certification (for Task Orders valued at \$50 million or more) six months after the date of Task Order award or the date specified in each individual Task Order.
- (d) The contractor shall utilize the Primavera 6.0 (P6) scheduling software (and updates to the 6.0 version) in accordance with the May 1, 2008, HQ Memorandum, *Primavera Enterprise System*, that established it as the EM standard.

Baseline Development and Cost Collection

- (a) The contractor shall develop and submit resource loaded baseline schedules as specified in the Task Order within 120 calendar days after the date of Task Order award or the date specified in each individual Task Order. The baselines shall be developed in accordance with DOE requirements and be acceptable to DOE and compatible with DOE project control and management systems, and reflect the project WBS. All supporting cost information for the baselines shall be developed and prepared and be traceable to the contractor's Task Order cost proposal. (Note: the baselines are typically prepared at least one level lower in the WBS than that used in the contractor bid proposal.)
- (b) The contractor shall support DOE internal compliance reviews of the baseline, as well as the independent review and assessment. The contractor shall fully support the baseline validation process, and assessments of compliance with the ANSI/EIA-748-B Earned Value Management Systems which is expected to take six months or less depending upon the complexity of the statement of work and value of the project.
- (c) The contractor shall, within 120 calendar days after the date of Task Order award or the date specified in each individual Task Order, develop and submit a Risk Management Plan in accordance with DOE G 413.3-7, *Risk Management Guide* (Guide, 09/16/2008, EM) for DOE review and approval that includes the risks identified in its proposal, as well as identify all other internal and external risks to achieving the baselines. The Risk Management Plan shall include recommended mitigation strategies for risks that fall within the medium or high bins in the risk level likelihood of occurrence versus impact, the cost of the mitigation strategy and the expected residual risk. The Contractor's Risk Management Plan shall utilize a Monte Carlo analysis to determine cost and schedule contingency at 50% and 80% confidence levels. Cost and schedule contingency will be summarized at the PBS and total project levels.

- (d) Risk Management is expected to be a continuous activity. Each month risk items (new, closed, and realized) shall be assessed, discussed with the Federal Project Director, and addressed in the monthly reports. A formal update to the plan shall be completed semiannually. The Contractor's Risk Management Plan shall be coordinated with the site's Federal Risk Management Plan to ensure there is no overlap or missing risks.
- (e) WBS development, cost estimates and project cost reports shall utilize ECES and the ASTM ECES adjunct Standard E-2150-04. Costs shall be discernable by Budget and Report (B&R) code, direct, indirect, and fee. The project management system must maintain capability to provide Total Estimated Cost (TEC), Total Project Cost (TPC), Estimates-to-Complete (ETC), and Estimates-at-Completion (EAC).
- (f) The contractor shall develop a schedule that includes all its project work scope that integrates with the WBS. Each PBS will have assigned duration that will be based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS. The contractor's schedule shall include all Government-Furnished Services and Items (GFSI) activities.
- (g) The contractor shall analyze any DOE proposed or directed funding changes for their impact on technical, schedule, and cost elements of the baselines.
- (h) Contractor requested changes or DOE directed changes shall be addressed through the established change control process detailed in Baseline Change Management section.
- (i) Each month, the contractor shall provide a variance justification for plus or minus 10% differences between planned and actual performance against the baseline at a WBS level determined by DOE once the final WBS is established. Performance analysis techniques shall be commercially accepted and documented, and shall utilize earned-value methods. Performance metrics (i.e., quantities) are preferred for all technical work scope unless otherwise approved by the COR. For variances greater than $\pm 10\%$, the analysis shall detail the causes for variance, impact on the project, and recommended corrective action.
- (j) The EAC for the project shall be evaluated monthly to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.
- (k) All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and appropriately allocated to the PBSs.

Project Reporting

- (a) The contractor shall provide a monthly Project Performance Report (PPR) that describes the status on each PBS (if applicable) and that is rolled up to the baseline in a format approved by the COR. At a minimum, the report shall include justification of the cost variance and schedule variance at a suitable WBS level determined by DOE once the final WBS is established with rollup to the PBS, the status of major milestones, and critical technical or programmatic issues.

- (b) Earned Value data will be reported in the following five Office of Management and Budget Contract Performance Report Formats, consistent with the DOE HQ memorandum titled *Establishing the Requirements for an Earned Value Management System, Standardizing Minimal Reporting Requirements, and Implementing an Earned Value Management System Surveillance Program*, dated July 6, 2007 and in accordance with the clause in Section H entitled “FAR 52.234-4 Earned Value Management System (JUL 2006).”
- Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure
Format 2, DD Form 2734/2, Mar 05, Organizational Categories
Format 3, DD Form 2734/3, Mar 05, Baseline
Format 4, DD Form 2734/4, Mar 05, Staffing
Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis
- (c) Semi-Annual Critical Analysis Report (SACAR). Twice each year the contractor shall prepare and submit a comprehensive review covering six months of PPRs that critically analyzes the overall status of the baseline, any key metrics, and total estimated cost. This review shall include overall narrative summaries, analysis of schedule trends and project float, critical path performance, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates.
- (d) Plans and reports shall be prepared in such a manner as to provide for consistency with the Task Order PWS, the baseline, and the approved WBS. The contractor’s reporting system shall be able to provide for the following at the PBS level:
- (1) Timely incorporation of contractual changes affecting estimated cost and schedule.
 - (2) Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning.
 - (3) Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments.
 - (4) Revisions to the contract estimated costs for DOE-directed changes to the contractual effort.
- (e) The contractor shall provide the DCOR, or designated authorized representatives, access to any and all information and documents comprising the contractor’s project control and reporting system. Generally, access will not be requested more than one level below the level chosen by the DCOR for control and approval authority, except during compliance reviews.
- (f) The contractor shall include tailored reporting requirements in all subcontracts adequate to fairly evaluate performance and support the contractor reporting requirements.
- (g) The contractor may also be required to report historical costs of completed activities in a historical cost database along with the cost driving parameters.
- (h) The contractor shall implement and maintain a surveillance program to ensure continued compliance of the earned value management system in accordance with the clause in Section H entitled “FAR 52.234-4 Earned Value Management System (JUL 2006).”

Baseline Change Management

- (a) The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented.
- (b) The approval authority for any change subject to EM configuration control pursuant to HQ Memorandum, Configuration Control Board, dated December 19, 2002, is the Assistant Secretary for Environmental Management.
- (c) Provided that the change does not affect any item subject to EM configuration as stated above, the baseline change control thresholds for cost shall be the lesser of the following:

DOE Headquarters	An increase equal to or in excess of the lesser of \$10 Million or 10% (cumulative) of the original CD-2/3 EM total cost baseline and any change of \$100 Million or more that does not affect the original CD-2/3 EM total cost baseline.
Local DOE	An increase up to the lesser of \$10 Million or 10% (cumulative) of the original CD-2/3 EM total cost baseline and any change of \$5 Million up to \$100 Million that does not affect the original CD-2/3 EM total cost baseline.
Contractor	Any change of up to \$5 Million that does not affect the original CD-2/3 EM total cost baseline (use of management reserve must be reported to the Federal Project Director).

Additional work scope can only be authorized by the DCO, regardless of the threshold level.
- (d) Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed and should be made in the current period if necessary. A record of all approved changes, at any level, shall be maintained in a change log through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. A copy of the log shall be provided monthly to the DCO and DCOR.
- (e) Regardless of DOE's action on a baseline change request, any changes to the Task Order's estimated cost and fee shall be executed only through a Task Order modification approved by the DCO pursuant to the Task Order terms and conditions. Approval of baseline changes do not imply approval to changes in a Task Order's estimated cost or fee.

H.18 EMCBC-H-1009 Management Project Controls (Applies to Each Individual Task Order, if applicable)**(A) Project Control System****1) Definition**

The contractor shall support the establishment and maintenance of the Department of Energy Environmental Management Project Management Information System from which comprehensive, project-wide performance reports are generated.

In addition, the contractor shall provide all necessary technical information and support to enable DOE to proceed with the Critical Decision process and enable DOE to meet the data requirements of the Integrated

Planning, Accountability and Budgeting System.

2) Acronyms

The following is a listing of acronyms and their meaning as used in this work statement:

ACWP	Actual Cost of Work Planned
ANSI	American National Standards Institute
BCWS	Budgeted Cost of Work Scheduled
BCWP	Budgeted Cost of Work Planned
CPR	Contractor Performance Report
EDI	Electronic Data Interchange
EIA	Electronic Industry Association
EM	Environmental Management
ETC	Estimate to Complete
EV	Earned Value
MR	Management Reserve
OBS	Organizational Breakdown Structure
PMIS	Project Management Information Management System
RDT&E	Research, Development, Testing and Evaluation
WBS	Work Breakdown Structure

3) Data Requirements

In support of EM PMIS implementation and maintenance, the contractor shall provide the following data elements on a monthly basis.

ANSI/EIA-748 Earned Value Metrics
 Earned Value Time-Phased Incremental Cost and Quantity Data
 Management Reserve Data
 Schedule Data
 Variance Analysis Data
 Risk Data

The required data elements shall be reported no later than the 5th work day of the current month for the previous month of reference (i.e., September data shall be reported no later than the 5th work day of October). Specific reporting requirements and formats follow. The contractor, at a minimum, shall submit information for all data elements, as listed in the attached tables.

ANSI/EIA-748 Earned Value Metrics

The contractor shall report monthly cost and schedule metrics by Work Breakdown Structure (WBS) and Organizational Breakdown Structure (OBS) against the approved Project Management Baseline. The reporting data elements are:

- Monthly BCWS, BCWP, ACWP, Cost and Schedule Variance
- Cumulative-to-Date BCWS, BCWP, ACWP, Cost and Schedule Variance
- Cost Budget at Complete
- Cost Estimate to Complete
- Reprogramming Adjustment – Cost Variance
- Reprogramming Adjustment – Budget

The reporting format is noted in Table 3.6.1, 3.6.2 and 3.6.3, attached.

Earned Value Time-Phased Incremental Cost and Quantity Data

The contractor shall report incremental cost and schedule performance data on a monthly basis by the lowest level of the WBS and OBS. The reporting data elements are:

- BCWS for the project duration

- BCWP from the project start through the current month
- ACWP from the project start through the current month
- ETC from the current month through the end of the project

The reporting format is noted in Table 3.1, below.

Management Reserve Data

The contractor shall report Management Reserve by WBS and OBS using the data elements *Transaction Date, Credit, Debit* and *Account Balance*. The reporting format is noted in Table 3.2, below.

Schedule Data

The contractor shall report Schedule data by WBS and OBS; the following data elements shall be reported:

- Type of Activity
- Early/Late Start
- Early/Late Finish
- Start and Finish constraints
- Durations
- Critical Path
- Total and Free Float
- % Complete

The reporting format is noted in Table 3.3.1 and 3.3.2, below.

Variance Analysis Data

The contractor shall report variances by WBS and OBS that exceed 10%. The following data elements shall be reported:

- Monthly Cost and Schedule Variances and Performance Indices
- Cumulative-to-Date Cost and Schedule Variances and Performance Indices
- Variance at Completion
- Estimate at Completion and the Method of Calculation
- Narrative

The reporting format is noted in Table 3.4.1 and 3.4.2, below.

Risk Data

The contractor shall report risk information by WBS and OBS by a minimum set of data elements that include, but not limited to the following:

- Type of Risk
- Probability of Occurrence
- Quantification of Risk
- Mitigation
- Status

The reporting format and current list of reportable fields is noted in Table 3.5, below.

EM PMIS REPORTING FORMAT TABLES**Table 3.1**

Earned Value Time Phased Table				
Earned Value Time-phased Incremental Data for Each Period by WBS and OBS				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity Name	
Resnam	VARCHAR	20	Resource Name	
Period	DATETIME		End Date of Period where Each cost is Time Phased	*
WBSDesc	VARCHAR	255	WBS Description	
OBSDesc	VARCHAR	255	OBS Description	
CINBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS	*
CINBCWP	NUMERIC	16	Cost Incremental Planned Value/BCWP	*
CINCAWPP	NUMERIC	16	Cost Incremental Planned Value/ACWP	*
CINCETC	NUMERIC	16	Cost Incremental ETC-Future from Status Date	*
QINBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS	
QINBCWP	NUMERIC	16	Quantity Incremental Planned Value/BCWP	
QINCACWP	NUMERIC	16	Quantity Incremental Planned Value/ACWP	
QINCETC	NUMERIC	16	Quantity Incremental ETC-Future from Status Date	

Table 3.2

Earned Value Management Reserve Log Table				
Management Reserve Log				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
LogDate	DATETIME		Date of MR Change	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity MR was applied to	
ResNam	VARCHAR	20	Resource MR was applied to	
CCREDIT	NUMERIC	16	Amount of Credit to MR	*
CBEBIT	NUMERIC	16	Amount of Debit to MR	*
CBALANCE	NUMERIC	16	Balance of MR after change	*
Narrative	TEXT		Text Description of MR change	
Document	OBJECT		Document Attachment	

Table 3.3.1

Schedule Activity Table Activity Schedule Date				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		Status Date	*
ActNam	VARCHAR	16	Activity Name or Code or ID	*
ActDesc	VARCHAR	255	Activity Description	
WBSNUM	VARCHAR	35	WBS Element	
OBSNUM	VARCHAR	50	OBS Element	
ActType	VARCHAR	1	Activity Type (A=Activity, S=Summary, M=Milestone, H=Hammock)	*
CURStrCon	VARCHAR	3	Current Start Constraint	
CURStrConDate	DATETIME		Current Start Constraint Date	
CURFinCon	VARCHAR	3	Current Finish Constraint	
CURFinConDate	DATETIME		Current Finish Constraint Date	
CURESDate	DATETIME		Current Early Start Date	
CUREFDate	DATETIME		Current Early Finish Date	
CURLSDate	DATETIME		Current Late Start Date	
CURLFDate	DATETIME		Current Late Finish Date	
CURFreeFit	INT	4	Current Free Float (Days)	
CURTtlFit	INT	4	Current Total Float (Days)	
CURCrit	BOOLEAN	1	Current Critical Path	
CUROrgDur	INT	4	Current Original Duration (Days)	
CURRemDur	INT	4	Current Remaining Duration (Days)	
CURPctCmp	NUMERIC	16	Current Percent Complet	
BASStrCon	VARCHAR	3	Baseline Start Constraint	
BASStrConDate	DATETIME		Baseline Start Constraint Date	
BASFinCon	VARCHAR	3	Baseline Finish Constraint	
BASFinConDate	DATETIME		Baseline Finish Constraint Date	
BASESDate	DATETIME		Baseline Early Start Date	
BASEFDate	DATETIME		Baseline Early Finish Date	
BASLSDate	DATETIME		Baseline Late Start Date	
BASLFDate	DATETIME		Baseline Late Finish Date	
BASFreeFlt	INT	4	Baseline Free Float (Days)	
BASTtlFit	INT	4	Baseline Total Float (Days)	
BASCrit	BOOLEAN	1	Baseline Critical Path	
BASOrgDur	INT	4	Baseline Original Duration (Days)	
BASRemDur	INT	4	Baseline Remaining Duration (Days)	
BASPctCmp	NUMERIC	16	Baseline Percent	

Table 3.3.2

Schedule Relationship Table Activity Relationship Data				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		Status Date	*
ActNam	VARCHAR	16	Predecessor Activity Name or Code	*
ActNamRel	VARCHAR	16	Successor Activity Name or Code	*
CURRelType	VARCHAR	2	Current Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
CURLag	INT	4	Current Lag	*
BASRelType	VARCHAR	2	Baseline Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
BASLag	INT	4	Baseline Lag (Pos.)/Lead (Neg.)	*

Table 3.4.1

Earned Value Variance WBS Table Variance Analysis Data by WBS				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	*
CINCSV	NUMERIC	16	Incremental Schedule Variance	
CINCCV	NUMERIC	16	Incremental Cost Variance	
CINCSPi	NUMERIC	16	Incremental Schedule Performance Index	
CINCCPI	NUMERIC	16	Incremental Cost Performance Index	
CCUMSV	NUMERIC	16	Cumulative Schedule Variance	
CCUMCV	NUMERIC	16	Cumulative Cost Variance	
CCUMSPi	NUMERIC	16	Cumulative Schedule Performance Index	
CCUMCPI	NUMERIC	16	Cumulative Cost Performance Index	
CVAC	NUMERIC	16	Variance at Complete	
CEIAC1	NUMERIC	16	Independent Estimate at Complete 1	
IEACIMeth	VARCHAR	50	Method of Calculation for IEAC 1	
CEIAC2	NUMERIC	16	Independent Estimate at Complete 2	
IEAC2Meth	VARCHAR	50	Method of Calculation for IEAC 2	
CIEAC3	NUMERIC	16	Independent Estimate at Complete 3	
IEAC3Meth	VARCHAR	50	Method of Calculation for IEAC 3	
CIEAC4	NUMERIC	16	Independent Estimate at Complete 4	
IEAC4Meth	VARCHAR	50	Method of Calculation for IEAC 4	
CIEAC5	NUMERIC	16	Independent Estimate at Complete 5	
IEAC5Meth	VARCHAR	50	Method of Calculation for IEAC 5	
Narrative	TEXT		Text of Variance Analysis	
Document	OBJECT		Document Attachment - Optional	

Table 3.4.2

Earned Value Variance WBS Table Variance Analysis Data by OBS				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
OBSNUM	VARCHAR	50	OBS Element or ID	*
CINCSV	NUMERIC	16	Incremental Schedule Variance	
CINCCV	NUMERIC	16	Incremental Cost Variance	
CINCSP	NUMERIC	16	Incremental Schedule Performance Index	
CINCCPI	NUMERIC	16	Incremental Cost Performance Index	
CCUMSV	NUMERIC	16	Cumulative Schedule Variance	
CCUMCV	NUMERIC	16	Cumulative Cost Variance	
CCUMSPI	NUMERIC	16	Cumulative Schedule Performance Index	
CCUMCPI	NUMERIC	16	Cumulative Cost Performance Index	
CVAC	NUMERIC	16	Variance at Complete	
CEIAC1	NUMERIC	16	Independent Estimate at Complete 1	
IEACIMeth	VARCHAR	50	Method of Calculation for IEAC 1	
CEIAC2	NUMERIC	16	Independent Estimate at Complete 2	
IEAC2Meth	VARCHAR	50	Method of Calculation for IEAC 2	
CIEAC3	NUMERIC	16	Independent Estimate at Complete 3	
IEAC3Meth	VARCHAR	50	Method of Calculation for IEAC 3	
CIEAC4	NUMERIC	16	Independent Estimate at Complete 4	
IEAC4Meth	VARCHAR	50	Method of Calculation for IEAC 4	
CIEAC5	NUMERIC	16	Independent Estimate at Complete 5	
IEAC5Meth	VARCHAR	50	Method of Calculation for IEAC 5	
Narrative	TEXT		Text of Variance Analysis	
Document	OBJECT		Document Attachment - Optional	

Table 3.5

Risk Log Table Risk Log Data				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
RiskCode	VARCHAR	50	Identifier Code for Risk Item	*
RiskType	VARCHAR	20	Type of Risk	*
Title	VARCHAR	255	Title of Risk Item	*
RiskDate	DATEIME		The date the risk was identified in the risk management system	*
RemainAmt	VARCHAR	3	Will the remaining amount be adequate for project closeout?	
Mitigation	TEXT		Risk Mitigation Plan	
Probability	NUMERIC	16	Risk Probability	
Consequence	TEXT		Risk Impact/Consequence	
Quantity	NUMERIC	16	Quantification of Risk	
UnitofMeasure	VARCHAR	50	Unit of Measure for Quantity	
Closed	BOOLEAN	1	Risk Item Open (No) or Closed (Yes)	*
Status	TEXT		Risk Status	
Narrative	TEXT		Text Description of Risk	
Document	OBJECT		Document Attachment - Optional	

Table 3.6.1

Earned Value Contractor Performance Reporting Header Table Contract and Project CPR Header Information				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
ProjDsc	VARCHAR	255	Project Description	
ConNum	VARCHAR	50	Contract Number	
ConTyp	VARCHAR	4	Contract Types: CPAF – Cost Plus Award Fee CPFF – Cost Plus Fixed Fee CPIF – Cost Plus Incentive Fee CPP – Cost Plus Percentage CPE – Cost Plus Expenses FPE – Fixed Price Escalation FPI – Fixed Price Incentive FFP – Firm Fixed Price T&M – Time and Materials	
ProgType	VARCHAR	50	Program Type (RDT&E, Production, RDT&E and Production, Advanced Design, Demonstration Validation, Full Scale Development, etc)	
Security	VARCHAR	50	Security Classification (Competition	

Earned Value Contractor Performance Reporting Header Table Contract and Project CPR Header Information				
Field Name	Field Type	Length	Description	Req.
			Sensitive, Unclassified, Confidential, Secret, Top Secret)	
QCON	INT	4	Quantity Contracted (For Production Contracts)	
ShrNum	INT	4	Share Number	
ShrQut	INT	4	Share Quotient	
TrgtPct	NUMERIC	16	Target Fee/Percent	
Factor	INT	4	Factor for costs (100, 1000, 1000000, etc) - Applies to all tables	
CNEGCST	NUMERIC	16	Negotiated Cost	
CAUWCST	NUMERIC	16	Authorized Un-priced Work	
CTGTPRC	NUMERIC	16	Target Price	
CESTPRC	NUMERIC	16	Estimated Price	
CCONCEIL	NUMERIC	16	Contract Ceiling	
CESTCEIL	NUMERIC	16	Estimated Contract Ceiling	
CTGTCST	NUMERIC	16	Original Target Cost	
CNEGCHG	NUMERIC	16	Negotiated Contract Changes	
CCONBGT	NUMERIC	16	Contract Budget Base	
CTOTBGT	NUMERIC	16	Total Allocated Budget	
CESTEACBEST	NUMERIC	16	EAC Best Case Estimate	
CESTEACWRS T	NUMERIC	16	EAC Worst Case Estimate	
CESTEACLIKE	NUMERIC	16	EAC Most Likely Estimate	
ConStrDate	DATETIME		Contract Start Date	
EstCmpDate	DATETIME		Estimated Completion Date	
ConDefDate	DATETIME		Contract Definitization Date	
LstDelDate	DATETIME		Last Item Delivery Date	
ConCmpDate	DATETIME		Contract Completion Date	
MR	NUMERIC	16	Original Management Reserve	
MRLRE	NUMERIC	16	Current Management Reserve	
UB	NUMERIC	16	Original Undistributed Budget	
UBLRE	NUMERIC	16	Current Undistributed Budget	

Table 3.6.2

Earned Value Contractor Performance Reporting Format Table 1 Cumulative and Incremental Data By WBS				
Field Name	Field Type	Length	Description	Req.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	*
WBSDesc	VARCHAR	255	WBS Description	
WBSParent	VARCHAR	35	Parent WBS Element - Leave Blank for top level WBS (there should be only one top level WBS)	
WBSLevel	INT	4	Level in WBS Structure	*
CINBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS (current period)	*
CINBCWP	NUMERIC	16	Cost Incremental Earned Value/BCWP (current period)	*
CINACWP	NUMERIC	16	Cost Incremental Actual Value/ACWP (current period)	*
CCUMBCWS	NUMERIC	16	Cost Cumulative Planned Value/BCWS (to date)	*
CCUMBCWP	NUMERIC	16	Cost Cumulative Earned Value/BCWP (to date)	*
CCUMACWP	NUMERIC	16	Cost Cumulative Actual Value/ACWP (to date)	*
CBAC	NUMERIC	16	Cost Budget At Complete	*
CEAC	NUMERIC	16	Cost Estimate At Complete	*
CETC	NUMERIC	16	Cost Estimate To Complete	*
CRPGVAR	NUMERIC	16	Cost Reprogramming Adjustment To Variance	
CRPGBCWS	NUMERIC	16	Cost Reprogramming Adjustment To Budget	
QINBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS (current period)	
QINBCWP	NUMERIC	16	Quantity Incremental Earned Value/BCWP (current period)	
QINACWP	NUMERIC	16	Quantity Incremental Actual Value/ACWP (current period)	
QCUMBCWS	NUMERIC	16	Quantity Cumulative Planned Value/BCWS (to date)	
QCUMBCWP	NUMERIC	16	Quantity Cumulative Earned Value/BCWP (to date)	
QCUMACWP	NUMERIC	16	Quantity Cumulative Actual Value/ACWP (to date)	
QBAC	NUMERIC	16	Quantity Budget At Complete	
QEAC	NUMERIC	16	Quantity Estimate At Complete	

Earned Value Contractor Performance Reporting Format Table 1 Cumulative and Incremental Data By WBS				
Field Name	Field Type	Length	Description	Req.
QETC	NUMERIC	16	Quantity Estimate To Complete	
QRPVVAR	NUMERIC	16	Quantity Reprogramming Adjustment To Variance	
QRPVBCWS	NUMERIC	16	Quantity Reprogramming Adjustment To Budget	

Table 3.6.3

Earned Value Contractor Performance Reporting Format Table 2 Cumulative and Incremental Data By OBS				
Field Name	Field Type	Length	Description	Req.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
OBSNUM	VARCHAR	50	OBS Element or ID	*
OBSDesc	VARCHAR	255	OBS Description	
OBSParent	VARCHAR	50	Parent OBS Element - Leave Blank for top level OBS (there should be only one top level OBS)	
OBSLevel	INT	4	Level in OBS Structure	*
CINBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS (current period)	*
CINBCWP	NUMERIC	16	Cost Incremental Earned Value/BCWP (current period)	*
CINACWP	NUMERIC	16	Cost Incremental Actual Value/ACWP (current period)	*
CCUMBCWS	NUMERIC	16	Cost Cumulative Planned Value/BCWS (to date)	*
CCUMBCWP	NUMERIC	16	Cost Cumulative Earned Value/BCWP (to date)	*
CCUMACWP	NUMERIC	16	Cost Cumulative Actual Value/ACWP (to date)	*
CBAC	NUMERIC	16	Cost Budget At Complete	*
CEAC	NUMERIC	16	Cost Estimate At Complete	*
CETC	NUMERIC	16	Cost Estimate To Complete	*
CRPGVAR	NUMERIC	16	Cost Reprogramming Adjustment To Variance	
CRPGBCWS	NUMERIC	16	Cost Reprogramming Adjustment To Budget	
QINBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS (current period)	
QINBCWP	NUMERIC	16	Quantity Incremental Earned Value/BCWP (current period)	
QINACWP	NUMERIC	16	Quantity Incremental Actual Value/ACWP (current period)	
QCUMBCWS	NUMERIC	16	Quantity Cumulative Planned Value/BCWS (to date)	
QCUMBCWP	NUMERIC	16	Quantity Cumulative Earned Value/BCWP (to date)	
QCUMACWP	NUMERIC	16	Quantity Cumulative Actual Value/ACWP (to date)	
QBAC	NUMERIC	16	Quantity Budget At Complete	
QEAC	NUMERIC	16	Quantity Estimate At Complete	

Earned Value Contractor Performance Reporting Format Table 2 Cumulative and Incremental Data By OBS				
Field Name	Field Type	Length	Description	Req.
QETC	NUMERIC	16	Quantity Estimate To Complete	
QRPVAR	NUMERIC	16	Quantity Reprogramming Adjustment To Variance	
QRPBCWS	NUMERIC	16	Quantity Reprogramming Adjustment To Budget	

H.19 EMCBC-H-1010 Responsible Corporate Official (Applies to Each Individual Task Order, if applicable)

(a) The contractor shall designate a Program Manager who will be the contractor's authorized supervisor for technical and administrative performance of all work performed under each individual Task Order. The Program Manager shall provide the single point of contact between the contractor and the DCOR under each individual Task Order.

(b) The Program Manager shall receive and execute, on behalf of the contractor, such technical directions as the DCOR may issue within the terms and conditions of each individual Task Order.

H.20 EMCBC-H-1011 Task Order Administrative Information

(a) DCOs, as anticipated in FAR 52.216-18, Ordering are all DOE, including NNSA, Contracting Officers

(b) The DCO is responsible for all Task Order activities including requesting Task Proposals/Task Plans, evaluating for award, awarding, funding, all administrative activities and evaluating contractor performance for each individual Task Orders issued. For tracking purposes, the CO will issue four-digit tracking number to each individual Task Order awarded under this contract. This tracking number will be specified in Section G of each individual Task Order and will include two alpha characters for the ordering office and two numeric characters for the task sequence (such as OR01).

(c) The DCO will provide copies of each individual Task Order and Task Order modifications to the CO. Copies of performance evaluations on completed Task Orders, or Task Orders that are in process, will also be provided to the CO. The CO will provide copies of the contract and contract modifications to the DCO, upon request. The CO will also provide past performance information for work performed under this contract to the DCO.

H.21 EMCBC-H-1012 Security

(a) Responsibility: It is the contractor's duty to safeguard all classified information, special nuclear material, any information designated as sensitive and not subject to disclosure that may be provided either for Task Order proposal preparation or performance, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft, classified information, sensitive information, and special nuclear material in the contractor's possession in connection with the performance of work under this contract. Special nuclear material will not be retained after the completion or termination of the contract.

(b) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(c) Subcontracts and purchase orders. Except as otherwise authorized in writing by the DCO, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

H.22 EMCBC-H-1013 Security Clearances and Badges

Each Task Order will specify security clearance and badging requirements and any other applicable security requirements.

H.23 EMCBC-H-1014 Required Insurance and Bonds (Applies to Each Individual Task Order, if applicable)

(a) Contractor's Liability Insurance. The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the contractor from claims set forth below by which may arise out of or result from the contractor's operations under each individual Task Order and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;
- (4) Claims for damages insured by usual personal injury liability coverage;
- (5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (7) Claims for bodily injury or property damage arising out of completed operations; and,
- (8) Claims involving contractual liability insurance applicable to the contractor's obligations.

(b) The insurance required by this clause shall be written for not less than limits of liability specified in each individual Task Order or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of work until date of final payment and termination of any coverage required to be maintained after final payment.

(c) Certificates of insurance acceptable to the DCO shall be filed with the DCO prior to commencement of work. These certificates and the insurance policies required by this paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the DCO. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the contractor with reasonable promptness in accordance with the contractor's information and belief.

(d) Performance Bond and Payment Bond

- (1) When required by each individual Task Order, the contractor shall acquire and provide to the DCO proof of a performance bond or payment bond of obligations to subcontractors, satisfactory to the DCO.

- (2) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under each individual Task Order, the contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made

(e) The contractor agrees to insert the substance of this clause in all subcontracts placed under each individual Task Order.

H.24 EMCBC-H-1015 Disputes

In addition to any other clauses contained herein related to the Disputes clause of this contract, any dispute between the contractor and the Ordering Office shall be handled between the CO identified in the basic contract and the contractor.

H.25 EMCBC-H-1016 Award Fee (Applies to Cost-Plus-Award-Fee Task Orders only)

Beginning on the effective date of the Task Order, the Government shall evaluate the contractor's performance on a periodic basis as specified in the Task Order for a determination of the award fee earned by the contractor.

The contractor may earn a minimum and maximum award fee as specified in the Task Order. The base fee plus award fee shall not exceed the fee ceiling established in B. 2 EMCBC-B-1002 Fee Ceiling. The DOE Fee Determination Official (FDO) shall determine the earned portion of the maximum award fee allocable to each performance period for possible award.

The DCO will issue a unilateral Task Order modification when the award fee, if any, has been determined by the FDO. The modification shall set forth the amount of fee earned for the performance period evaluated. Upon receipt of the Task Order modification, the contractor may submit a public voucher for payment of the total award fee earned for the period evaluated.

H.26 EMCBC-H-1017 Award Fee Plan (Applies to Cost-Plus-Award-Fee Task Orders only)

(a) The contractor's award fee plan upon which the determination of award fee shall be based (including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area), will be unilaterally established by the Government. A copy of the plan will be provided to the contractor 30 calendar days prior to the start of the first evaluation period.

(b) The award fee plan will set forth the criteria upon which the contractor will be evaluated for performance relating to the requirements in the Task Order.

(c) The award fee plan may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

H.27 EMCBC-H-1018 Payment of Base Fee and Award Fee (Applies to Cost-Plus-Award-Fee Task Orders only)

Base Fee - The base fee, if any, shall be paid for work performed under the Task Order as determined by the DCO, subject to the following withholding provisions. After payment of eighty-five percent (85%) of the base fee, the Government shall withhold further payment of base fee pending establishment of a reserve of fifteen (15%) of the total base fee or \$100,000, whichever is less. This withholding shall be payable upon submission and acceptance of appropriate closing documents, after final audit of the Task Order has been completed and all audit exceptions have been resolved.

Award Fee - The amount of award fee to be paid, if any, shall be paid promptly upon receipt of an invoice submitted as a result of the Task Order modification setting forth the amount of award fee earned from the Fee Determination Official (FDO).

H.28 EMCBC-H-1019 Department of Labor Wage Determinations

In the performance of this contract the contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J of each individual Task Order and FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRE when applicable.

H.29 EMCBC-H-1020 Preservation of Antiquities, Wildlife and Land Areas

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the contractor to report to the CO or DCO the existence of any antiquities so discovered.
- (b) The contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the CO or DCO.
- (c) Except as required by or specifically provided for in other provisions of this contract and/or each individual Task Order, the contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.30 EMCBC-H-1021 Contractor Interface with Other Contractors and/or Government Employees

The Government may award contracts for on site work or services to additional contractors. The contractor shall cooperate fully with all other on site DOE contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the DCO or a duly authorized representative. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

H.31 EMCBC-H-1022 Contractor Press Releases

The DOE policy and procedure on news releases requires that all contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the DCO of any planned press releases related to **work** performed under each individual Task Orders. The DCO will then obtain necessary reviews and clearances and provide the contractor with the results of such reviews prior to the planned issue date.

H.32 EMCBC-H-1023 Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 2009)

The contractor agrees that none of the funds obligated on this award or each individual Task Order award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.33 EMCBC-H-1024 Representations, Certifications, and Other Statements of the Offeror

The Representations, Certifications, and Other Statements of the contractor, dated _____, made in response to Solicitation No. DE-SOL-0000524 are hereby incorporated into this contract by reference.

H.34 EMCBC-H-1025 Disposition of Intellectual Property

As a supplement to paragraph (e) of 48 CFR 970.5227-1 RIGHTS IN DATA - FACILITIES (DEC 2000), the following provisions shall apply, in the event of contractor default or termination, in order to enable DOE to assure continuity and completion of the particular remediation, decontamination or decommissioning activity or task.

(a) Regarding technical data and other intellectual property, DOE may have access to, make copies of, and use all technical data, including limited rights data and restricted computer software and data and software obtained from subcontractors, necessary to continue the remediation, decontamination or decommissioning of the facility. Limited rights data and restricted computer software will be protected in accordance with the Rights in Data - Facilities clause. Contractor shall assure that its subcontractors and licensors make similar rights available to DOE and its contractors.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable non-exclusive paid up license in and to any inventions or discoveries, regardless of when conceived or actually reduced to practice or acquired by the Contractor, and any other intellectual property which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the design or construction of the facility being remediated or decontaminated, (1) to practice or to have practiced by or on behalf of the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.

H.35 . EMCBC-G-1026 Contractor Human Resource Management (Applies to Each Individual Task Order, if applicable)

Services required under this Contract may include requirements pertaining to Human Resources Management activities/services to be performed by a Contractor under an individual task order. These requirements may include, but not be limited to, sponsorship/management/administration of exiting pension and other benefit plans, specific requirements pertaining to right of first refusal and preferences in hiring for incumbent workforce, labor relations, and workforce transition. When applicable, each individual Task Order will specify and include the specific Contractor Human Resources Management requirements. Representative Contractor Human Resources Management clauses that may be included in the individual task order are contained in Section J, Attachment J-2.

Section I - Contract Clauses

- I.1 FAR 52.202-1 Definitions. (JUL 2004)**
- I.2 FAR 52.203-3 Gratuities. (APR 1984)**
- I.3 FAR 52.203-5 Covenant Against Contingent Fees. (APR 1984)**
- I.4 FAR 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**
- I.5 FAR 52.203-7 Anti-Kickback Procedures. (JUL 1995)**
- I.6 FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)**
- I.7 FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)**
- I.8 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2007)**
- I.9 FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (DEC 2008)**
- I.10 FAR 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)**
- I.11 FAR 52.204-7 Central Contractor Registration. (APR 2008)**
- I.12 FAR 52.204-9 Personal Identity Verification of Contractor Personnel. (SEP 2007)**
- I.13 FAR 52.204-10 Reporting Subcontract Awards. (SEP 2007)**
- I.14 FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)**
- I.15 FAR 52.211-12 Liquidated Damages - Construction. (SEP 2000)**
 - (a) "TBD" (to be completed in each individual Task Order, if applicable)
- I.16 FAR 52.211-13 Time Extensions. (SEP 2000)**
- I.17 FAR 52.215-2 Audit and Records - Negotiation. (JUN 1999)**
- I.18 FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**
- I.19 FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997)**
- I.20 FAR 52.215-12 Subcontractor Cost or Pricing Data. (OCT 1997)**
- I.21 FAR 52.215-13 Subcontractor Cost or Pricing Data - Modifications. (OCT 1997)**
- I.22 FAR 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2004)**
- I.23 FAR 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)**
- I.24 FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)**

I.25 FAR 52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.26 FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications. (OCT 1997)**I.27 FAR 52.216-18 Ordering. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five years after the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.28 FAR 52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$350,000,000.00;

- (2) Any order for a combination of items in excess of \$600,000,000.00; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.29 FAR 52.216-22 Indefinite Quantity. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years from the last date of the contract's effective period.

I.30 FAR 52.216-24 Limitation of Government Liability. (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding "TBD" (to be completed in each individual Task Order, if applicable) dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is "TBD" (to be completed in each individual Task Order, if applicable) dollars.

I.31 FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires provided that the Government gives the Contractor a preliminary written notice

of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

- I.32 FAR 52.219-4 Notice of Price Evaluation Preference for HUBZoneTotal Small Business Concerns. (JUL 2005)**
- I.33 FAR 52.219-8 Utilization of Small Business Concerns. (MAY 2004)**
- I.34 FAR 52.219-9 Small Business Subcontracting Plan. (APR 2008) – Alternate II (OCT 2001)**
- I.35 FAR 52.219-14 Limitations on Subcontracting (Dec 1996) (Applicable to Task Orders Set Aside for Small Business Participation)**
- I.36 FAR 52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)**
- I.37 FAR 52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)**
- I.38 FAR 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)**
- I.39 FAR 52.222-3 Convict Labor. (JUN 2003)**
- I.40 FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)**
- I.41 FAR 52.222-6 Davis-Bacon Act. (JUL 2005)**
- I.42 FAR 52.222-7 Withholding of Funds. (FEB 1988)**
- I.43 FAR 52.222-8 Payrolls and Basic Records. (FEB 1988)**
- I.44 FAR 52.222-9 Apprentices and Trainees. (JUL 2005)**
- I.45 FAR 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)**
- I.46 FAR 52.222-11 Subcontracts (Labor Standards). (JUL 2005)**
- I.47 FAR 52.222-12 Contract Termination - Debarment. (FEB 1988)**
- I.48 FAR 52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)**
- I.49 FAR 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)**
- I.50 FAR 52.222-15 Certification of Eligibility. (FEB 1988)**
- I.51 FAR 52.222-20 Walsh-Healey Public Contracts Act. (DEC 1996)**
- I.52 FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**

I.53 FAR 52.222-26 Equal Opportunity. (MAR 2007)**I.54 FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)****I.55 FAR 52.222-36 Affirmative Action for Workers with Disabilities. (JUN 1998)****I.56 FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)****I.57 FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (DEC 2004)**

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of

special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.58 FAR 52.222-41 Service Contract Act of 1965. (NOV 2007)

I.59 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage - Fringe Benefits

"TBD" (to be completed in each individual Task Order, if applicable)

I.60 FAR 52.222-49 Service Contract Act - Place of Performance Unknown. (MAY 1989)

(a) "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable)

I.61 FAR 52.222-50 Combating Trafficking in Persons. (FEB 2009)

I.62 FAR 52.222-54 Employment Eligibility Verification. (JAN 2009)

**I.63 FAR 52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997)
Alternate I (JUL 1995)**

I.64 FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)

I.65 FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

I.66 FAR 52.223-7 Notice of Radioactive Materials. (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved

(OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall -

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.67 FAR 52.223-14 Toxic Chemical Release Reporting. (AUG 2003)

I.68 FAR 52.224-1 Privacy Act Notification. (APR 1984)

I.69 FAR 52.224-2 Privacy Act. (APR 1984)

I.70 FAR 52.225-1 Buy American Act – Supplies (FEB 2009)

I.71 FAR 52.225-11 Buy American Act - Construction Materials under Trade Agreements. (JUN 2009)

I.72 FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

I.73 FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements. (MAR 2009)

(b)(3) "TBD" (to be completed in each individual Task Order, if applicable)

(d) "TBD" (to be completed in each individual Task Order, if applicable)

I.74 FAR 52.227-11 Patent Rights--Ownership by the Contractor. (DEC 2007)

(j) "TBD" (To be included in each individual task order that includes any research, development or demonstration work)

I.75 FAR 52.227-23 Rights to Proposal Data (Technical). (JUN 1987)

"TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable)

I.76 FAR 52.228-2 Additional Bond Security. (OCT 1997)

- I.77 FAR 52.228-11 Pledges of Assets. (FEB 1992)**
- I.78 FAR 52.228-14 Irrevocable Letter of Credit. (DEC 1999)**
- I.79 FAR 52.228-15 Performance and Payment Bonds – Construction. (NOV 2006)**
- I.80 FAR 52.228-16 Performance and Payment Bonds -- Other Than Construction. (NOV 2006)**
- I.81 FAR 52.230-2 Cost Accounting Standards. (OCT 2008)**
- I.82 FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (OCT 2008)**
- I.83 FAR 52.232-9 Limitation on Withholding of Payments. (APR 1984)**
- I.84 FAR 52.232-17 Interest. (OCT 2008)**
- I.85 FAR 52.232-23 Assignment of Claims. (JAN 1986)**
- I.86 FAR 52.232-25 Prompt payment. (OCT 2008)**
- I.87 FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)**
- I.88 FAR 52.233-1 Disputes. (JUL 2002)**
- I.89 FAR 52.233-3 Protest after Award. (AUG 1996)**
- I.90 FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- I.91 FAR 52.236-5 Material and Workmanship. (APR 1984)**
- I.92 FAR 52.236-7 Permits and Responsibilities. (NOV 1991)**
- I.93 FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**
- I.94 FAR 52.237-3 Continuity of Services. (JAN 1991)**
- I.95 FAR 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)**
- I.96 FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2001)**
- I.97 FAR 52.242-4 Certification of Final Indirect Costs. (JAN 1997)**
- I.98 FAR 52.242-13 Bankruptcy. (JUL 1995)**
- I.99 FAR 52.244-5 Competition in Subcontracting. (DEC 1996)**
- I.100 FAR 52.244-6 Subcontracts for Commercial Items. (MAR 2009)**
- I.101 FAR 52.245-1 Government Property. (JUN 2007)**
- I.102 FAR 52.245-9 Use and Charges. (JUN 2007)**

I.103 FAR 52.246-13 Inspection - Dismantling, Demolition, or Removal of Improvements. (AUG 1996)

I.104 FAR 52.246-23 Limitation of Liability. (FEB 1997)

I.105 FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)

I.106 FAR 52.247-5 Familiarization with Conditions. (APR 1984)

I.107 FAR 52.247-17 Charges. (APR 1984)

I.108 FAR 52.247-21 Contractor Liability for Personal Injury and/or Property Damage. (APR 1984)

I.109 FAR 52.251-1 Government Supply Sources. (APR 1984)

I.110 FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>

I.111 FAR 52.253-1 Computer Generated Forms. (JAN 1991)

I.112 DEAR 952.202-1 Definitions.

I.113 DEAR 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)

I.114 DEAR 952.204-2 Security Requirements. (MAY 2002)

I.115 DEAR 952.204-70 Classification/Declassification. (SEP 1997)

I.116 DEAR 952.204-75 Public Affairs. (DEC 2000)

I.117 DEAR 952.208-70 Printing. (APR 1984)

I.118 DEAR 952.209-72 Organizational conflicts of interest. (JUN 1997) – Alternate I

I.119 DEAR 952.223-71 Integration of environment, safety, and health into work planning and execution.

I.120 DEAR 952.223-72 Radiation protection and nuclear criticality. (APR 1983)

I.121 DEAR 952.223-75 Preservation of individual occupational radiation exposure records. (APR 1984)

I.122 DEAR 952.223-77 Conditional Payment of Fee or Profit--Protection of Worker Safety and Health. (JAN 2004)

(b) (2)(i) "TBD" (to be completed in each individual Task Order, if applicable)

I.123 DEAR 952.226-74 Displaced employee hiring preference. (JUN 1997)

I.124 DEAR 952.231-71 Insurance-litigation and claims. (APR 2002)

I.125 DEAR 952.235-70 Key personnel. (APR 1994) (Applies to Each Individual Task Order, if applicable)

I.126 DEAR 952.242-70 Technical Direction. (DEC 2000)

I.127 DEAR 952.250-70 Nuclear hazards indemnity agreement. (JUN 1996)

I.128 DEAR 952.251-70 Contractor employee travel discounts. (DEC 2000)

I.129 DEAR 970.5204-2 Laws, regulations, and DOE directives. (DEC 2000)

I.130 DEAR 970.5204-3 Access to and Ownership of Records (Jul 2005)

I.131 DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2000)

I.132 DEAR 970.5227-1 Rights in Data - Facilities (DEC 2000)

I.133 DEAR 970.5227-4 Authorization and Consent (AUG 2002)

I.134 DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)

I.135 DEAR 970.5227-6 Patent Indemnity – Subcontracts (DEC 2000)

I.136 DEAR 970.5231-4 Preexisting Conditions – Alternate II (DEC 2000)

I.137 DOE-I-1001 Performance Guarantee and Responsible Corporate Official

If the Contractor is a joint venture, limited liability company, other similar entity, or a newly formed entity, the Contractor's parent organization(s) or all member organizations shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this Clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the Contractor regarding Contractor performance issues:

Name: _____

Position: _____

Company/Organization: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Fixed Price Clauses (apply to Fixed Price Task Orders only)

I.138 FAR 52.211-11 Liquidated Damages - Supplies, Services, or Research and Development. (SEP 2000)

(a) "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable)

I.139 FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (NOV 2006)

I.140 FAR 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)

I.141 FAR 52.229-3 Federal, State, and Local Taxes. (APR 2003)

I.142 FAR 52.232-1 Payments. (APR 1984)

I.143 FAR 52.232-8 Discounts for Prompt Payment. (FEB 2002)

I.144 FAR 52.232-11 Extras. (APR 1984)

I.145 FAR 52.232-16 Progress Payments. (JUL 2009)

(l) Each individual Task Order will specify the applicability of progress payments.

I.146 FAR 52.236-2 Differing Site Conditions (APR 1984)

I.147 FAR 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

I.148 FAR 52.236-6 Superintendence by the Contractor. (APR 1984)

I.149 FAR 52.236-8 Other Contracts. (APR 1984)

I.150 FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)

I.151 FAR 52.236-10 Operations and Storage Areas. (APR 1984)

I.152 FAR 52.236-11 Use and Possession Prior to Completion. (APR 1984)

I.153 FAR 52.236-12 Cleaning Up. (APR 1984)

I.154 FAR 52.236-13 Accident Prevention. (APR 1984)

I.155 FAR 52.236-15 Schedules for Construction Contracts. (APR 1984)

I.156 FAR 52.236-21 Specifications and Drawings for Construction. (FEB 1997)

I.157 FAR 52.243-1 Changes - Fixed-Price. (AUG 1987)

I.158 FAR 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate II (APR 1984)

I.159 FAR 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate IV (APR 1984)

I.160 FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)

I.161 FAR 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

Cost-Reimbursement Clauses (apply to Cost-Reimbursement Task Orders only)

I.162 FAR 52.216-7 Allowable Cost and Payment. (DEC 2002)

(a) (3) "TBD" (to be completed in each individual Task Order, if applicable)

I.163 FAR 52.216-8 Fixed Fee. (MAR 1997)

I.164 FAR 52.216-9 Fixed Fee – Construction. (MAR 1997)

I.165 FAR 52.216-10 Incentive Fee. (MAR 1997)

(e) (1) "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable)

I.166 FAR 52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) "TBD" (to be completed in each individual Task Order, if applicable)

I.167 FAR 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)

I.168 FAR 52.232-20 Limitation of Cost. (APR 1984)

I.169 FAR 52.232-22 Limitation of Funds. (APR 1984)

I.170 FAR 52.232-25 Prompt payment. (OCT 2008) -- Alternate I (FEB 2002)

I.171 FAR 52.236-18 Work Oversight in Cost-Reimbursement Construction Contracts. (APR 1984)

I.169 FAR 52.236-19 Organization and Direction of the Work. (APR 1984)

I.172 FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)

I.173 FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate II (APR 1984)

I.174 FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate III (APR 1984)

I.175 FAR 52.244-2 Subcontracts. (JUN 2007) - Alternate I (JUN 2007)

(d) "TBD" (to be completed in each individual Task Order, if applicable)

(j) "TBD" (to be completed in each individual Task Order, if applicable)

I.176 FAR 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

I.177 FAR 52.249-14 Excusable Delays. (APR 1984)

Section J - List of Documents, Exhibits and Other Attachments**J.1 DOE-J-1001 List of Attachments**

The following attachments constitute part of this contract:

Attachment	Description	Date	No. of Pages
J-1	List A/B	October 9, 2009	10
J-2	Sample Contractor Human Resource Management Clauses	June 22, 2009	5
J-3	Performance Guarantee Agreement, if applicable	<To be inserted at the time of award, if applicable>	<To be inserted at the time of award, if applicable>
J-4	Small Business Subcontracting Plan	<To be inserted at the time of award, if applicable>	<To be inserted at the time of award, if applicable>
J-5	Small Disadvantaged Business Participation Program Targets	<To be inserted at the time of award>	<To be inserted at the time of award>

Section K - Representations, Certifications, and Other Statements of Bidders

K.1 FAR 52.204-8 Annual Representations and Certifications. (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

☐ (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

☒ (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

☐ (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

☒ (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

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(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

[X](v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

[](vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

[](vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

[X] (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

[](ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

[X](x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

[X](xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

[X](xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

[](xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

[](xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

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☒ (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

☐ (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

☐ (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

☒ (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

☐ (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

☐ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

☐ (iii) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

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☐ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☒ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

☐ (ix) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 FAR 52.223-13 Certification of Toxic Chemical Release Reporting. (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract

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is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

___ (v) The facility is not located in the United States or its outlying areas.

K.3 FAR 52.230-1 Cost Accounting Standards Notices and Certification. (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: *[Name and Address of Cognizant ACO or Federal Official Where Filed:]*

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ☐

Name and Address of Cognizant ACO or Federal Official Where Filed: ☐

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection,

in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

K.4 FAR 52.230-7 Proposal Disclosure--Cost Accounting Practice Changes. (APR 2005)

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

___ Yes ___ No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.5 SIGNATURE/CERTIFICATION

By signing below, the Offeror certifies, under penalty of law that the representations and certifications are accurate, current, and complete as of the date of the offer. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee
Responsible for the Offer

Name of Organization

Street, City, State

”

SOLICITATION NUMBER

Section L - Instructions, Conditions, and Notices to Bidders

L.1 FAR 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

L.2 FAR 52.215-16 Facilities Capital Cost of Money. (JUN 2003)

L.3 FAR 52.216-1 Type of Contract. (APR 1984)

The Government contemplates multiple awards of Indefinite Delivery/Indefinite Quantity (IDIQ) contracts for which Firm Fixed Price, Cost-Plus-Award-Fee, Cost-Plus-Fixed-Fee or Cost-Plus-Incentive-Fee Task Orders may be issued throughout the period of performance of the contract.

L.4 FAR 52.216-27 Single or Multiple Awards. (OCT 1995)

L.5 FAR 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

L.6 FAR 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation. (FEB 1999)

L.7 FAR 52.225-12 Notice of Buy American Act Requirement - Construction Materials under Trade Agreements. (FEB 2009)

L.8 FAR 52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: 250 East 5th Street, Suite 500, Cincinnati, OH 45202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.9 FAR 52.247-6 Financial Statement. (APR 1984)

L.10 FAR 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>

L.11 DEAR 952.219-70 DOE Mentor-Protégé program. (MAY 2000)

L.12 DEAR 952.227-84 Notice of right to request patent waiver. (FEB 1998)

L.13 DEAR 952.233-2 Service of protest.

L.14 DEAR 952.233-4 Notice of protest file availability. (SEP 1996)

L.15 DEAR 952.233-5 Agency protest review. (SEP 1996)**L.16 970.5223-3 Agreement regarding Workplace Substance Abuse Programs at DOE facilities. (DEC 2000)****L.17 DOE-L-1003 Offer Acceptance Period**

The offeror's proposal shall be valid for 365 calendar days after the required due date for proposals.

L.18 DOE-L-1004 Number of Awards

It is anticipated that there will be 4-6 award(s) resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

L.19 DOE-L-1005 False Statements

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. § 1001.

L.20 DOE-L-1006 Expenses Related to Offeror Submissions

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

L.21 DOE-L-1007 Pre-bid/Pre-proposal Conference

A Pre-Proposal Conference for this solicitation is planned. Information on the Pre-Proposal Conference will be posted to the acquisition website at http://www.emcbc.doe.gov/Nationwide_Main_Page/index.php as it becomes available.

L.22 DOE-L-1009 Site Visit Not Planned

Site visits are not required in order to respond to this solicitation.

L.23 RESERVED**L.24 DOE-L-1015 Notice of Intent - Use of Non-Federal Evaluators and Advisors**

The Government intends to utilize non-federal advisors for evaluating proposals received in response to this solicitation. Such evaluators and/or advisors shall be required to sign Nondisclosure Agreements in accordance with DEAR 915.207-7-(f) (6).

Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor, cannot lawfully seek procurement-sensitive information, any attempt to do so constitutes a violation of the Procurement Integrity Act, 41 U.S.C. § 423.

L.25 RESERVED**L.26 RESERVED**

L.27 DOE-L-1027 Other Than Cost or Pricing Data

The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, information other than cost or pricing data is required to determine if the proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements.

L.28 EMCBC-L-1001 General Instructions – Questions Concerning the Solicitation

Questions concerning this solicitation must be submitted via email at NationwideIDIQ@emcbc.doe.gov within 30 calendar days after the release of the RFP. Questions submitted after that date may not allow the Government sufficient time to respond. Responses to questions will be posted at http://www.emcbc.doe.gov/Nationwide_Main_Page/index.php.

Any information concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective offerors. The identity of the prospective offerors asking questions will be withheld.

The Government shall not respond to questions submitted by telephone or in person at any time. Offerors are encouraged to periodically check http://www.emcbc.doe.gov/Nationwide_Main_Page/index.php to ascertain the status of any answers to questions, as hard copies will not be distributed.

L.29 EMCBC--L-1002 Proposal Preparation Instructions - General

- (a) General. Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part must be appropriately numbered and identified with the name of the offeror, the date, and the solicitation number.

The term "offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a "contractor team arrangement" as that term is defined in FAR 9.601. The offeror may be preexisting or a newly formed business entity for the purposes of competing for this Contract.

The term "major or critical subcontractor" as used in this solicitation is defined as subcontractors proposed to perform the following services with a dollar value of \$5M or more under this contract in the performance of Task Orders: Environmental Remediation (including Groundwater); DD&R; Waste Management; Regulatory Services; Radiological Controls; Safety; and regardless of dollar value, any subcontractor proposed to perform activities associated with the DD&R of a Hazard Category 3, 2, 1 facility(ies) or portion of the facility(ies).

- (b) Proposal Delivery. Hard copies of proposals shall be submitted to and marked as follows:

FROM: <Offeror insert applicable information>

TO:

The U.S. Department of Energy (DOE)
Environmental Management Consolidated Business Center (EMCBC)
250 E. Fifth Street, Suite 500
Cincinnati, Ohio 45202

RFP No: DE-SOL-0000638

Proposal Due Date and Time: December 15, 2009 – 3:00 p.m. EST

Attention: Noelle Mills, Contracting Officer

NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION

Note: Offerors hand carrying proposals to the above address must telephone the Contracting Officer one business day in advance to arrange delivery.

If the offeror elects to forward the Offer by means other than the U.S. Mail, it assumes the full responsibility of insuring that the Offer is received at the place and by the date and time specified in this solicitation. Facsimile or electronic commerce offers will not be accepted. Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. local time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

- (c) Overall Arrangement of Proposal. The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All cost and pricing information shall be submitted and addressed ONLY in the Cost and Fee Proposal Volume III, unless otherwise specified. This solicitation requires offerors to submit its entire proposal in writing and electronic format as follows:

Proposal Volume — Title	Copies Required
Volume I - Offer and Other Documents	1 original, 5 copies and 5 CD-ROM
Volume II - Technical Proposal	1 original, 10 copies and 5 CD-ROM
Volume III – Cost and Fee Proposal	1 original, 10 copies and 5 CD-ROM*

**Offerors should submit 1 original, plus 3 copies of the 3 years of financial statements and annual reports requested under L.32(13). Copies of the 3 years of financial statements and annual reports shall be included on all 5 copies of the CD-ROMs provided.*

The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe Acrobat 6.0 (PDF) or higher (note additional requirements in Section EMCBC-L-1005 for cost proposal information). The electronic media versions provided shall be searchable. The CD-ROMs are provided for SEB evaluation convenience only. The written material constitutes the official offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.

- (d) Page Limitation. Page limitations are specified for each volume in the applicable sections that follow.
- (e) Page Count Exceptions. Every page of each volume shall be counted towards the page limitation for the respective volume, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Representations and Certifications (which are to be submitted with the volume entitled “Offer and Other Documents”), Reporting Requirements Forms, Cross Reference Matrix, Schedules provided with the Sample Task.
- (f) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (g) Binding and Labeling. Each volume shall be separately bound in three-ringed loose-leaf binders.

Staples shall not be used. The outside front cover of each binder shall indicate the offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.

- (h) Page Description. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be single sided. Two columns of text per page and use of bold-faced type are acceptable. The solicitation number, page number, date, name of offeror, and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the text below, can be used for this information; however, other text reductions are unacceptable.

Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used in the Technical Volume for schedules and may be used in the Cost Volume for schedules, large tables, charts, graphs, diagrams and other schematics. Offerors may **not** use foldouts in the Technical Proposal, Volume II, for tables, charts, graphs, or diagrams (other than schedules)

Proposals will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated.

- (i) Table of Contents. The offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (j) Cross-Reference Matrix. The offeror shall provide a Cross-Reference Matrix which correlates the proposal by page and paragraph number to the Performance Work Statement (PWS), Section L, and Section M. The Cross-reference Matrix shall be inserted in the offeror's proposal immediately following the Table of Contents for Volume II.
- (k) Classified Information. The offeror shall not provide classified information in response to this solicitation.
- (l) Point of Contact. The CO is the sole point of contact during the conduct of this procurement.
- (m) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If the offeror feels any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the offeror is cautioned to resolve all questionable areas with the CO.
- (n) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.
- (o) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an offeror possesses any capability.

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- (p) Alternate Proposals. Alternate proposals are not solicited or desired and will not be evaluated or accepted.
- (q) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and/or arrangements with major or critical subcontractors (See EMCBC-L-1002(a) regarding the nature and extent of the work to be performed by major or critical subcontractors under this solicitation). After award, DOE reserves the right to require consent to subcontract(s) for each of the proposed major or critical subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).
- (r) Reading Room(s). An electronic reading room is available at http://www.emcbc.doe.gov/Nationwide_Main_Page/index.php
- (s) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:
- Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: http://management.energy.gov/policy_guidance/procurement_acquisition.htm
 - FedConnect: <https://www.fedconnect.net/FedConnect/>
 - Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://www.arnet.gov/far/index.html>
 - Federal Business Opportunities (FedBizOpps): <http://www.fbo.gov/>
 - Environmental Management Nationwide IDIQ – Set Aside Website: http://www.emcbc.doe.gov/Nationwide_Main_Page/index.php
- (t) An offeror should not assume that because it has had similar contracts with the Federal Government, including the Department of Energy that the evaluators have knowledge of its performance under such contracts and will make assumptions regarding your proposal based on that knowledge. Any proposals received in response to this solicitation will be reviewed strictly as submitted and in accordance with the evaluation criteria specified in Section M.

L.30 EMCBC-L-1003 Proposal Preparation Instructions - Offer and Other Documents - Volume I**(a) General**

Volume I, Offer and Other Documents consists of the actual offer to enter into a contract to perform the desired work. Offerors shall assemble the information for Volume I organized in the sections as discussed below.

(b) Format and Content

Volume I, Offer and Other Documents, must include the following documents (in the order listed):

- (1) Standard Form (SF) 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the offeror. The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully

recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. The acceptance period entered on the Proposal Form by the offeror must not be less than that prescribed in the solicitation provision entitled "Offer Acceptance Period", which must apply if no other period is offered. This execution shall include acknowledgement of all amendments. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents.

- (2) Additional Offeror Representations, Certifications, and Acknowledgments (other than those executed in the Online Representations and Certifications Application (ORCA)). Representations, Certifications and Other Statements of the Offeror (Section K) shall be fully executed by an authorized representative of the offeror.
- (3) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The offeror shall provide a summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes. Any exceptions, deviations, or conditional assumptions to the terms of this solicitation will make the offer unacceptable for award without discussions. If an offeror proposes exceptions to the terms and conditions of the solicitation, DOE may make an award to another offeror that did not take exceptions and/or deviations to the terms and conditions of this solicitation.
- (4) Fee Ceiling. The offeror shall include a completed Section B.2 EMCBC-B-1002 Fee Ceiling. The fee ceiling will be applicable to Cost-Plus-Award-Fee and Cost-Plus-Fixed-Fee Task Orders.
- (5) Major or Critical Subcontracts. A listing of major or critical subcontracts as defined in EMCBC-L-1002, if any, proposed by the offeror shall be submitted in accordance with Section EMCBC-H-1006 *Major or Critical Subcontracts – Designation and Consent*. The offeror shall submit a signed letter of commitment from each proposed major or critical subcontractor, which certifies to the following statement "I hereby certify that <INSERT MAJOR OR CRITICAL SUBCONTRACTOR NAME> intends to perform as a major or critical subcontractor to <OFFEROR> for the five year period of performance of the contract, if <OFFEROR> receives the award. The commitment is for the following work: INSERT THE HIGHER LEVEL CATEGORY(IES) OF WORK AS IDENTIFIED IN EMCBC-L-1002 as well as the types of work for which the subcontractor is proposed to perform.

Offerors are cautioned that the commitment must be for the work the major or critical subcontractor is proposed to perform in the Offeror's proposal. The major or critical subcontractor must commit to the period of performance as stated in Section F.3. **In accordance with Section M, failure to submit a letter of commitment will result in a lower evaluation.**

- (6) Performance Guarantee. If the offeror is a joint venture, Limited Liability Company, other similar entity, or a newly formed entity, the offeror shall submit a Guarantee of performance from its parent company in the form set forth in the Section L, Attachment L-1 entitled, Performance Guarantee Agreement. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor. The offeror shall identify, using the format in Section I clause, "Performance Guarantee Agreement and Responsible Corporate Official," a single responsible corporate official at a level above the contractor who is accountable for the Contractor regarding performance issues. The Performance Guarantee will become part of the contract as Section J,

Attachment J-3.

- (7) Authorized Negotiators. The offeror shall include a completed Section L, Attachment L-2, Authorized Negotiators form.
- (8) Recognition of Performing Entity. Offerors shall designate all entities that are proposed to perform work under the contract that are a part of the proposal upon which any contract award would be based. This includes major or critical subcontractors, subcontractors other than major or critical subcontractors, joint venture members, parent(s), LLC members, etc.
- (9) Corporate Governance. The offeror shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the proposed contractor organization and key personnel. If the offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors. The offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and key personnel proposed under each individual Task Order effectively manage and accomplish the work contemplated under the contract.
- (10) Equal Employment Opportunity. The offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for equal employment opportunity matters. This information shall be provided for the offeror, as well as, each joint venture member; members of a newly formed entity, including LLCs, formed for the purpose of performing this contract, or members of similar entities.
- (11) Small Business Subcontracting Plan (Not applicable to Small Businesses). A Small Business Subcontracting Plan is required to be submitted and negotiated (when applicable) in accordance with Section I clause entitled FAR 52.219-9, Small Business Subcontracting Plan, Alternate II), and with the proposal instructions herein. The Small Business Subcontracting Plan will become part of the contract as Section J, Attachment J-4. The Small Business Subcontracting Plan should also adequately address each of the eleven elements identified in FAR 52.219-9(d). The Offeror should establish goals that afford small businesses, including the small business entities identified in FAR 52.219-9, Alternate II, with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. For informational purposes, the small business subcontracting goals for the Department of Energy are available for review at website http://www.emcbc.doe.gov/Nationwide_Main_Page/index.php. Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.
- (12) FAR 52.219-24 Small Disadvantaged Business Participation Program—Targets (Oct 2000)
- (a) This solicitation contains as part of Criterion 3 (Section M.7 (3)) an evaluation of the offeror's proposal related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation criterion is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

- (b) In order to receive credit under Criterion 3, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.
- (c) The Offeror shall complete an Attachment L-8, Small Disadvantaged Business Participation Program Targets Form. The Targets Form will become part of the contract as Section J, Attachment J-5. See Section L.31 (3) below.

(13) Additional Information. If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the offeror needs to bring to the attention of the Government.

L.31 EMCBC-L-1004 Proposal Preparation Instructions - Technical Proposal - Volume II

The Technical Proposal consists of written information intended to present the offeror's understanding, capabilities, and approach to satisfy the requirements of the PWS. The Technical proposal shall not exceed sixty (60) pages for Criterion 1 and Criterion 3, combined; pages in excess of this will not be evaluated. For each Experience and Past Performance Reference Information Form, Attachment L-3, submitted in accordance with Criterion 2 and Criterion 4 below, Part A of the form is limited to three (3) pages; Part B of the form has no page limitation. The listing described in the third paragraph of Criterion 4 below is excluded from the page limitations. No cost information shall be included in the Technical Proposal. Estimated labor hours and skill mixes shall be provided for the Sample Task, without associated cost, in the technical proposal.

The format and content of Volume II, Technical Proposal, shall consist of the following:

(1) Criterion 1 - Technical and Management Approach (Sample Task)

The offeror shall describe the technical approach to safely and effectively perform the Sample Task, Section L, Attachment L-4. The offeror shall describe its approach to the following to meet the requirements stated in the sample task. NOTE: For purposes of the sample task, the offeror need only provide summarized contents of each of the deliverables/reports identified in the sample task as well as a listing and summarized contents of other documents/reports that the offeror proposes in its approach as necessary to meet the requirements identified in the sample task.

- **Safety Programs**

This includes the plans to prepare, implement, and integrate safety programs (Radiation Protection Program, Worker Safety and Health Program, Integrated Safety Management Description, Quality Assurance Program, Corporate Operating Experience Program, Environmental Protection Program, Contract Assurance Programs) and training on these safety programs of the workforce. This would also include the approach to attaining zero or minimal records of violations and noncompliances.

- **Regulatory Approach including Environmental Impact Statement**

This includes identification and preparation of any or all regulatory documents and support to DOE in resolving issues with regulatory agencies in the planning and execution of environmental remediation, deactivation and decontamination and decommissioning activities, and inherent waste management activities under the Resource Conservation and Recovery Act (RCRA), National Environmental Policy Act (NEPA), the Comprehensive Environmental Response, Compensation, and Liability Act

(CERCLA), DOE requirements and/or NRC regulations, and Federal Facilities Agreement or Consent Orders or Decrees, as applicable to the sample task.

- Safety Basis Approach

This includes revising the Basis for Interim Operations (BIO) and Technical Safety Requirements. These documents should be revised as appropriate to reflect the planned decontamination and demolition of the facility.

- Strategy for obtaining Stakeholder involvement in support of regulatory interactions

This includes assisting DOE in obtaining stakeholder, public, and regulatory involvement and participation in the scoping of task order work, hold scoping meetings for the Environmental Impact Statement (EIS) and completion of the EIS, including resolution of comments and concerns, and finalizing the selection of environmental alternatives proposed or as required under the applicable regulatory requirements. (See Section 3.0, Paragraph 3 of Attachment L-4, Sample Task regarding relationship with stakeholders and the public.).

- Approach for Soil and Groundwater and DD&R

This includes groundwater and soil characterization and modeling; proposed approach to adherence to enforceable schedules; identification, and design, including design of proposed groundwater remedy(ies) of emerging and effective remedial systems and technologies; and gain public and regulatory approval. This also includes the activities in Section 4.4 of the sample Task, including proposed D&D approach to the FSMHF and the MRB and approach to removal and disposition of inventory.

- Waste Management Approach

This includes characterization, treatment, packaging, transportation, and disposal of hazardous, radioactive, and mixed waste streams, including transuranic waste, in compliance with applicable regulatory requirements. This would also include the approach to attaining zero or minimal records of violations and noncompliances, identification of potential waste streams and disposal facilities for all wastes generated, and successful experience in transporting waste to licensed facilities.

- Planned organizational structure to perform Sample Task

This includes an organizational chart with the types and number of people, rationale for the organizational structure, and rationale and strategy for the use of subcontractors.

- Approach to risk management

This includes a description of an offeror's approach to preparation and implementation of a risk management plan.

- Schedule, sequence of activities and milestones, including integration of the DOE and regulator reviews

This includes but is not limited to development and implementation of a project management system compliant with DOE Orders, manuals, guides, and ANSI/EIA Standard 748-A Earned Value Management System. This includes proposed approach to develop and implement detailed baseline plans including, but not limited to: resource loaded schedules based upon Primavera Scheduling Software, work breakdown structure consistent with the DOE's Environmental Cost Element Structure

(ECES), and integrated risk management planning; and effectively manage project costs for complex and diverse nuclear facility projects including environmental remediation, DD&R, and waste management. Estimated labor hours and skill mixes shall be provided, without associated cost, and consistent with the technical approach and schedules proposed. Offerors should schedule a week for the External Independent Review (EIR) or the required DOE Independent Project Review (IPR) of the project baseline and associated documentation prior to DOE approval of combined Critical Decisions 2/3 (baseline approval and start of execution phase), in accordance with DOE Order 413.3A. Assume that the project baseline and all supporting documentation must be provided to DOE a minimum of one week before the IPR or two weeks before the EIR is held. Offerors should also show that draft regulatory documents must be submitted to DOE for review and probable revision by the contractor, prior to DOE's submittal to the regulators.

(2) Criterion 2 – Relevant Experience

The offeror shall describe corporate experience in performing relevant work completed within the last five (5) years or currently ongoing which is similar in size, scope and complexity to that described in the PWS. Size is defined as dollar value and duration (NOTE: Work performed within an approximate range of \$75M to \$300M and durations of 3 to 5 years and/or work being performed or that has been performed under two or more contracts/projects concurrently may be considered to be similar). Scope is defined as the type of work (Includes Preparation and implementation of Safety Management Programs; Environmental Remediation Services including design, construction, and operation of complex groundwater treatment systems; Decontamination and Decommissioning, (including Demolition) & Removal Services of Contaminated Facilities including Facilities classified as Nuclear Hazard Category 3, 2, and/or 1, including associated safety systems; or reactor facilities, whether fueled or defueled; and complex facilities and its associated soils which have multiple hazards such as those containing a combination of radioactivity, elemental sodium, and/or mercury, Waste Management Services including TRU waste; Regulatory services including preparation of draft Environmental Impact Statements (EIS); Radiological controls and safety services; performance of multiple projects, contracts, or task orders concurrently; preparation of safety basis documents; and experience holding and managing public meetings). Complexity is defined as performance challenges (includes completing regulatory documentation; implementing safety basis requirement; disposal of radioactive waste, mixed waste (radioactive and RCRA hazardous), RCRA hazardous waste, asbestos waste, PCB waste, other chemical wastes, and sanitary waste; integration and coordination with other DOE or other government contractors; integration and coordination with stakeholders; environmental remediation; decommissioning and demolition). The offeror shall submit information regarding its experience as well as relevant experience of any major or critical subcontractors and if a joint venture or a newly formed entity, the experience of each of the members.

The offeror shall provide information for no more than three (3) contracts for the offeror (or 3 separate contracts for any major or critical subcontractors and if a joint venture or a newly formed entity, 3 separate contracts for each of the members) where the work is/was relevant to this solicitation using the Experience and Past Performance Reference Information Form, Attachment L-3. The offeror, any major or critical subcontractors and if a joint venture or newly formed entity, each member, shall identify its role in the performance of the contract. Part A of each Experience and Past Performance Reference Information Form is limited to three (3) pages; Part B of each Experience and Past Performance Reference Information Form has no page limitation. Past Performance Reference information shall be submitted on these same referenced contracts as stated below in Criterion 4 – Relevant Past Performance. These contracts shall have been completed within the last five (5) years or currently ongoing. Offerors should complete only one Attachment L-3 Experience and Reference Information Form for each contract identified. The information provided on Attachment L-3, Part A will be used for evaluation under both Criterion 2, Relevant Experience and Criterion 4, Relevant Past Performance. The information provided in Attachment L-3, Part B, Problems Encountered During Performance, will be evaluated only under Criterion 4, Relevant Past Performance. Include Attachment L-3, Part A under Criterion 2 in the Technical Proposal; include Attachment L-3, Part B under Criterion 4 in the Technical Proposal. Offerors should submit only one

completed Attachment L-3, Part B for the offeror, and Part B(s) for each of the major or critical subcontractors; if a joint venture or a newly formed entity, one Part B(s) for each of the members.

The experience information provided in the Experience and Past Performance Reference Information Form, Attachment L-3, for each of the referenced contracts shall identify the portion of the work (size, scope, and complexity) that was performed by the offeror under each referenced contract. For example, if the offeror was a partner company in an LLC or major or critical subcontractor during performance of the referenced contract, then the offeror shall identify the portion of work the offeror performed as a partner company or major or critical subcontractor during the referenced contract. The offeror shall also describe the depth and breadth of the role of offeror, its major or critical subcontractors, and if a joint venture or a newly formed entity, each member's role, in the management and execution of the experience cited. In addition to the information described above, the offeror shall also clearly identify and define the work to be performed (size, scope, and complexity) by each entity (offeror, major or critical subcontractors, and/or member of joint ventures or LLC) under the Offeror's proposed approach to complete the work identified in the PWS for this solicitation. Information provided by offerors for evaluation under Criterion 2-- Relevant Experience and Criterion 4 – Relevant Past Performance must be submitted on Attachment L-3, Part A. Reminder, Part A of Attachment L-3, Experience and Past Performance Reference Information Form is limited to three (3) pages. Additional information pertaining to Criterion 4 – Relevant Past Performance shall be provided in Part B of Attachment L-3. There are no Page Limitations for Part B. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3. Offerors shall include any letter(s) of commitment in Volume I in accordance with Section L.30 (b)(5). The offeror shall submit a letter of commitment as described in Section L. 30(b)(5) for each of its proposed major or critical subcontractors. **Failure to submit a letter of commitment from a major or critical subcontractor will result in a lower evaluation.**

(3) Criterion 3 - Organization & Staffing

The offeror shall describe its approach to obtain and provide the following qualified management personnel for performance of Task Orders over the period of performance of the contract in the following positions: Project Manager(s) (including Groundwater Project Manager(s)), Radiological Controls Manager(s), Safety Manager(s), Nuclear Facility Manager(s), and Environmental Manager(s).

The offeror shall describe its approach to obtain and provide the following qualified technical personnel for performance of Task Orders over the period of performance of the contract in the following positions: Health Physicists, Board Certified Safety Professionals, Certified Industrial Hygienist, Radiological Controls Technicians, Quality Assurance Specialists with experience in NQA-1, and personnel experienced in Safety Basis preparation and nuclear safety, and Project Controls personnel.

The Offeror shall complete an Attachment L-8, Small Disadvantaged Business Participation Program Targets Form. The offeror should also include in its proposal its plan or its approach related to meeting or obtaining the targets specified in Attachment L-8. The offeror's proposal should demonstrate a commitment to Small Disadvantaged Business participation. The offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately

The offeror shall also describe its plan to staff the teams for Task Orders including the resources and expertise to assist in resolution of technical issues/problems and the integration of any major or critical subcontractors and if a joint venture or a newly formed entity, each member, into a cohesive organization.

If the offeror proposes to utilize the major or critical subcontractor in its organizational and staffing approach and/or the management personnel and/or the technical personnel identified above, failure to submit a letter of commitment as described in Section L.30(b)(5) from a major or critical subcontractor will result in a lower evaluation.

(4) Criterion 4 – Relevant Past Performance

The offeror shall describe its past performance in performing relevant work completed within the last five (5) years or currently ongoing which is similar in size, scope and complexity to that described in the PWS. Size is defined as dollar value and duration (NOTE: Work performed within an approximate range of \$75M to \$300M and durations of 3 to 5 years and/or work being performed or that has been performed under two or more contracts/projects concurrently may be considered to be similar). Scope is defined as the type of work (Includes Preparation and implementation of Safety Management Programs; Environmental Remediation Services including design construction and operation of complex groundwater treatment systems; Decontamination and Decommissioning, (including Demolition) & Removal Services of Contaminated Facilities including Facilities classified as Nuclear Hazard Category 3, 2, and/or 1, including associated safety systems; or reactor facilities, whether fueled or defueled; and complex facilities and its associated soils which have multiple hazards such as those containing a combination of radioactivity, elemental sodium, and/or mercury, Waste Management Services including TRU waste, Regulatory services including preparation of draft Environmental Impact Statements (EIS); Radiological controls and safety services; performance of multiple projects, contracts, or task orders concurrently; preparation of safety basis documents; and experience holding and managing public meetings). Complexity is defined as performance challenges (includes completing regulatory documentation; implementing safety basis requirement; disposal of radioactive waste, mixed waste (radioactive and RCRA hazardous), RCRA hazardous waste, asbestos waste, PCB waste, other chemical wastes, and sanitary waste; integration and coordination with other DOE or other government contractors; integration and coordination with stakeholders; environmental remediation; decommissioning and demolition).

The offeror bears the burden of demonstrating the relevancy of its past performance; therefore, the offeror is required to provide sufficient data for the government to properly evaluate past performance. The offeror shall provide the Past Performance Questionnaire (See Section L, Attachments L-5) for the same contracts identified in the Criterion 2 – Experience and on the Experience and Past Performance Reference Information Form, Attachment L-3, section of the offeror's proposal to the client point of contact identified on the Experience and Past Performance Reference Information Form, Attachment L-3. Offerors should complete only one Attachment L-3 Experience and Reference Information Form for each contract identified. The information provided on Attachment L-3, Part A will be used for evaluation under both Criterion 2, Relevant Experience and Criterion 4, Relevant Past Performance. The information provided in Attachment L-3, Part B, Problems Encountered During Performance, will be evaluated only under Criterion 4, Relevant Past Performance. Include Attachment L-3, Part A under Criterion 2 in the Technical Proposal; include Attachment L-3, Part B under Criterion 4 in the Technical Proposal. Offerors should submit only one completed Attachment L-3, Part B for the offeror, and Part B(s) for each of the major or critical subcontractors; if a joint venture or a newly formed entity, one Part B(s) for each of the members.

The Past Performance Questionnaire must be submitted directly from the client point of contact to the government. This information should be submitted on or before the due date for the receipt of proposals; however, government receipt of questionnaires is not subject to the Section L provision entitled "Instructions to Offerors – Competitive Acquisition" related to late proposals. Offerors shall be responsible for ensuring that the client point of contact completes and returns the Past Performance Questionnaire to the Government on or before the due date for receipt of proposals. Offerors may provide a listing only of (1) name of the entity for which a questionnaire is being provided, e.g. offeror's name, subcontractor name, member of LLC, etc.; (2) client point of contract; and (3) Contract Number and any other identifying information. This listing can be provided as a separate submittal in Volume II, Criterion 4. The listing is excluded from the page limitations and will not be evaluated. It will be used to align the information

provided regarding Attachments L-4 received from client point of contacts. Offerors should ensure that Attachments L-4 are provided to the client points of contact for the contracts identified on Attachments L-3.

The offeror shall also provide information on problems encountered (include any major or critical subcontractors and if a joint venture or a newly formed entity, each member) on contracts and subcontracts listed in Part A as well as contracts and subcontracts similar to this requirement and corrective actions taken to resolve those problems. The offeror, shall also provide a list of any contracts terminated for convenience or terminated for default within the last three years for the offeror, any major or critical subcontractors and if a joint venture or a newly formed entity, each member. This information shall be included on Attachment L-3 Experience and Past Performance Reference Information Form, Part B. Offerors, any major or critical subcontractors and if a joint venture or a newly formed entity, each member, shall provide a client or customer contact information for any terminated contracts listed in Part B. Offerors should submit only one completed Attachment L-3, Part B for the offeror, and Part B(s) for each of the major or critical subcontractors; if a joint venture or a newly formed entity, one Part B(s) for each of the members.

As Past Performance Information is source selection information, the Government will only discuss past performance information directly with the offeror, any major or critical subcontractor, and if a joint venture or a newly formed entity, each member, that is being reviewed. No past performance information may be discussed without the major or critical subcontractor's permission. The offeror should include a statement from the major or critical subcontractor that their past performance information may be discussed with the offeror; otherwise, the information will not be discussed with the offeror. These statements from any major or critical subcontractor, and if a joint venture or a newly formed entity, each member, shall be provided in the Technical Proposal under Criterion 4 and is not included in the page limitation specified for Volume II. Additionally, any major or critical subcontractor, and if a joint venture or a newly formed entity, each member, may submit an Attachment L-3 Experience and Past Performance Reference Information Form, Part B, directly to the contracting officer at the address specified in L.29 EMCBC--L-1002 Proposal Preparation Instructions – General, paragraph (b).

L.32 EMCBC-L-1005 Instructions for Preparing Cost Proposals – Volume III

The offeror shall prepare its cost proposal for completion of the Representative Sample Task, Attachment L-4, in accordance with the following instructions:

- (1) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.
- (2) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross referencing to other proposal volumes is not necessary. **There is no page limitation on the cost proposal.**
- (3) The offeror shall propose cost by fiscal year corresponding to the cost for performing the Sample Task. FY is defined as the period October 1 to the following September 30. For proposal preparation purposes, offerors shall assume an anticipated start date of October 1, 2009.
- (4) The Contractor shall propose Total Estimated Costs for the Sample Task, Base Fee and Award Fee. In addition, this information shall be presented in Schedule 1 of the Cost Templates.
 - a. **Total Estimated Cost** – The Total Estimated Cost represents the cost for the sum total of all activities associated with the completion of the Sample Task. The Estimated Cost

shall directly relate and be specified by the Work Breakdown structure specified in the attachments. Use of the government provided WBS structure presented in Schedule 4 of the Cost Templates is mandatory. Use of an alternate WBS structure will be considered an exception and may result in DOE considering the proposal non-conforming and make the offer unacceptable for award with out discussions.

- b. The use of the schedules provided in the attached Cost Templates is mandatory. Additional instructions are provided with the Cost Templates.
 - c. **Base Fee:** The base fee shall be 2% of the Estimated Cost.
 - d. **Award Fee:** The Contractor shall propose an Award Fee for the completion of all Sample Task requirements by the completion date. The offeror shall propose a base plus award fee that equals the fee ceiling proposed in Section B.2 EMCBC-B-1002 Fee Ceiling.
- (5) The offeror shall submit the cost portion of the proposal utilizing the Section L, Attachment L-6, Cost Templates and Instructions. The cost proposal shall include a breakdown of cost correlated with the SOW and consistent with the offeror's technical proposal (including the proposed integrated critical path schedule) and the Summary of Costs by Cost Element Worksheet specified in Schedule 1 of the Cost Templates.
- (6) The offeror shall provide a detailed narrative description of how the proposed costs by cost element were derived, including a brief discussion of work scope; summary statement of site conditions (including all major assumptions that were used to establish the site condition by WBS; assumptions shall be consistent with technical approach as well as the assumptions and information provided in the sample task (Attachment L-4); if the assumptions differ, the offeror shall provide an explanation regarding rationale for submitting differing assumptions); summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the offeror's cost to perform the contract requirements and sources of estimating information); and other related information to provide a clear understanding of the offeror's Basis of Estimate. The offeror should assume the following pricing assumptions in preparation of their cost proposals:
- S&M costs for current regulatory compliance, security, and maintenance for the facility is \$5M per year.
 - The M&O contractor is responsible for site wide infrastructure operations, and occupies an office building in the vicinity of the FSMSF and the site contains two major onsite roads maintained and used by the M&O contractor also. The M&O contractor provides access to utilities including electrical and water for dust or fire suppression, steam, and communications systems at no expense.
 - Assume LLW and MLLW disposal using the current rates specified in the DOE-Energy Solutions Contract Number DE-AM24-98OH20053, as modified).
- (7) Cost data must be fully supported, documented and traceable. Offerors shall identify the source of proposed information and which amounts in the cost proposals are based on actual and verifiable data and which elements are based on judgments. For amounts based on actual and verifiable data, evidence shall be included in the proposal. For amounts based on judgment, the offeror shall provide and discuss the judgmental factors used to project from the actual and verifiable data to the estimated value. Provide the basis for the cost estimate for each element, that is, how the rates were developed, the indirect rates are calculated and developed, selection of subcontractors/consultants, etc.

(8) In addition, the cost information shall provide full traceability between the cost worksheets and be consistent with the following instructions:

- a. Cost Worksheets: A Summary of Costs by Cost Element Worksheet (Schedule 1) shall be completed in the format provided. This summary worksheet identifies the total cost proposed, by element, for the period of performance. For the offeror, the totals on this sheet must agree with the element totals from Schedules 2 & 3, and the Summary of Costs by WBS Worksheet in Schedule 4.

The Summary of Costs By WBS Worksheet (Schedule 5) shall be completed for the period of performance. For Attachments L-6 and L-7, the amounts on these spreadsheets include the amounts for the offeror and major or critical subcontractors or if a joint venture or newly formed entity, all members, or any other subcontractor (the amounts do not need to be separately identified). A separate Schedule 5. Detailed Costs by Individual WBS Worksheet shall be completed to support each WBS entry, for each fiscal year on this worksheet. The total cost for all WBS must agree with the total cost in Schedule 1. Level 2 Cost Elements in Schedule 4 should be used as an outline for the WBS structure. The offeror should complete Schedule 4 to level 3 by selecting the appropriate level 3 codes that apply to the offerors approach. Level 3 activities should then be added by inserting a row under the associated Level 2 Cost Element (see sample). Level 3 ECS Codes as well as definitions can be obtained from the DOE ECES website (http://www.em.doe.gov/stakepages/acefiles/Levels_3-5_Final.pdf).

A separate set of worksheets is required for each major or critical subcontractor and if a joint venture or newly formed entity, each member. The sheets for the offeror shall include the subcontracted amounts on the subcontract line. For purposes of the sample task, fee shall not be proposed separately for the proposed subcontractors. It is acceptable for each major or critical subcontractor or any other subcontractor with proposed work equal to or greater than \$500,000 over the period of performance, to provide their separate set of Schedule 1, 2, and 3 cost worksheets in sealed envelopes directly to the CO with the proposal. Submissions from major or critical subcontractors or any other subcontractor with proposed work equal to or greater than \$500,000 over the period of performance are required to be submitted by the date and time in Section L.29(b).

Consolidated Schedules of Costs by Element (Schedules 2 & 3) will be provided for each element of cost proposed on Schedule 1. If a separate summary worksheet is required for a major or critical subcontractor as discussed above, separate Consolidated Schedules of Costs by Element will also be required for the major or critical subcontractor.

A Summary of Costs by WBS Worksheet (Schedule 4) shall be prepared to identify the total cost proposed, by WBS, for the period of performance. The total cost for all WBS must agree with the total in the Summary of Cost by Cost Element in Schedule 1. The totals on this worksheet shall include subcontractors. Separate sheets are not required for subcontractors.

A separate Detailed Costs by Individual WBS Worksheets (Schedule 5) shall be prepared for each WBS, for each fiscal year. All major or critical subcontractors and if a joint venture or newly formed entity, each member's information can be provided on the same sheet as the offeror's costs. However, separate sections of the spreadsheet shall be used for the subcontractors to provide traceability.

- b. **Cost Elements:** The cost proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract cost (under \$500,000), supplies, travel/relocation, treatment cost, transportation cost (truck, rail, or other methods), disposal costs (by location), other direct costs, major or critical subcontractors and if a joint venture or newly formed entity, each member (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable).
- (i) **Indirect Rates.** The offeror shall provide a detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The offeror shall provide all related information to provide a clear understanding of the basis of estimate. The offeror shall compute all of the indirect rates by fiscal year. If the offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates (e.g., blended fringe benefit rate), the offeror shall provide the detailed computations for each of the individual indirect rates that is used in the computation of the blended rate by fiscal year and the methodology of how the blended rate was derived. This data shall be provided for major or critical subcontractors and if a joint venture or newly formed entity, each member.
 - (ii) **Escalation.** The offeror shall propose escalation at a rate of 2.8% for the Sample Task based on the DOE Office of Cost Analysis escalation rates.
 - (iii) **Contingency.** The offeror shall not separately propose contingency or management reserve at a summary level. Cost element entries should reflect the offeror's total cost for that element.
 - (iv) **Schedule of Unit Prices for Waste Transportation and Disposal Fees.** The volume of waste, costs, and the prospective disposal facility should be shown for each waste category below, as applicable to the offeror's proposal:
 - (a) Sanitary waste
 - (b) Soil disposed of radioactive waste
 - (c) Debris disposed of as radioactive waste
 - (d) Other waste categories the Contractor deems necessary
 - (v) **Home Office Allocations.** The offeror shall provide a detailed explanation using the proposed corporate organizational structure as to whether corporate home office allocation is or is not applicable. If a corporate home office allocation is not proposed, the offeror shall provide a contractually binding statement as part of the Offer, Volume I that the offeror will not attempt to recover corporate home office costs in any Task Orders.
 - (vi) **Direct Labor Hours.** The offeror shall use the format shown in Section L, Attachment L-7 to provide a direct labor hour summary by offeror's hours,

major or critical subcontractors hours, and if a joint venture or newly formed entity, each member's hours, and any other direct labor hours, cumulatively in total and by fiscal year, showing the total estimated direct labor hours consistent with its technical proposal. The offeror shall provide direct labor hour summary, at the same WBS level provided in the Summary of Costs by WBS Worksheet (Schedule 4). The information provided in the worksheet shall be fully traceable to the cost proposal.

- (vii) Schedule. The offeror shall propose a resource loaded schedule with direct labor hours (no cost information shall be included) (utilizing either Primavera P6 or Microsoft Project), which shows individual activities for each WBS element in Schedule 4, Summary of Costs by WBS Worksheet. This schedule shall be consistent with and traceable to Volume II, Technical Proposal. (An electronic copy of the schedule in P6, or Microsoft Project shall be provided.)

- (9) The offeror shall submit the cost portion of the proposal in hardcopy and electronic format (CD-ROM). Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2003 compatible. The offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 6.0 (PDF) or higher. Any written text for the Volume III Cost Proposal shall be submitted using Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (10) The offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the offeror shall describe its accounting system and the adequacy of that system for reporting costs against Government cost type contracts. The offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for any major or critical subcontractors and if a joint venture or newly formed entity, each member.
- (11) The offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the Offeror is a joint venture, LLC, other teaming arrangement, or has major and critical subcontractor(s), this data must be provided for each entity.
- (12) If the offeror, any major or critical subcontractors and if a joint venture or newly formed entity, each member, is covered by Cost Accounting Standards (CAS), the entities shall identify the cognizant Government audit agency or other Government agency that has formally approved the Disclosure Statement. The entities shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements.
- (13) Responsibility Determination and Financial Capability: FAR 9.104(a), General Standards, requires that a prospective offeror have adequate resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the offeror shall include, but not limited to, the following:

- a. Financial Statements (audited, if available) and notes to the financial statements for the last three (3) years;
- b. The information in subparagraph (a) above for any major or critical subcontractors and if a joint venture or newly formed entity, each member;
- c. The last three (3) annual reports for the offeror, any major or critical subcontractors and if a joint venture or newly formed entity, each member. This requirement does not apply to privately held companies.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardees. The Government may request a financial capability review of each offeror from the Defense Contract Audit Agency as part of the Government's consideration in making the responsibility determination.

- (14) The DOE may request additional supporting information for evaluation of cost in accordance with FAR 15.306(b).

L.34 EMCBC-L-1007 List of Section L Attachments

L-1	Performance Guarantee Agreement
L-2	Authorized Negotiators
L-3	Experience & Past Performance Reference Information Form
L-4	Representative Sample Task
L-5	Past Performance Questionnaire
L-6	Cost Templates and Instructions
L-7	Sample Direct Labor Hours Template
L-8	Small Disadvantaged Business Participation Program Targets Form

Section M - Evaluation Factors for Award

M.1 DOE-M-1004 Compliance with the Request for Proposal

The offeror's compliance with the proposal instructions as outlined in OFFER AND OTHER DOCUMENTS (such as format and content) will be evaluated.

M.2 DOE-M-1009 Corporate Governance Evaluation

This information will be evaluated in support of a contractor responsibility determination.

M.3 DOE-M-1010 Performance Guarantee Agreement and Responsible Corporate Official Evaluation

This information will be evaluated in support of a contractor responsibility determination.

M.4 EMCBC-M-1002 Scope and Impact of Exceptions to and Deviations from the Contract Terms and Conditions Evaluation

The offeror's exceptions to and deviations from the solicitation's terms and conditions, including but not limited to FAR, DEAR, and DOE clauses will be evaluated and may make an offeror ineligible for award.

M.5 EMCBC-M-1003 Proposal Evaluation - General

(a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. In accordance with FAR Subpart 15.3, Source Selection, a Source Evaluation Board (SEB) has been established to evaluate proposals submitted for this acquisition. The findings will be presented to the Source Selection Official who will consider the recommendations and select the source or sources whose proposal is the best value to the Government.

(b) The instructions set forth in Section L of this Request for Proposal (RFP) are designed to provide guidance to the offeror concerning the documentation that will be evaluated by the SEB. The offeror must furnish specific information in its response to adequately address the evaluation criteria. cursory responses that merely repeat or reformulate the Performance Work Statement are not acceptable.

(c) A proposal will be eliminated from further consideration before the evaluation if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates the offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a proposal will not be considered for further evaluation under this solicitation.

(d) Any exceptions or deviations to the terms of the solicitation may make the offer unacceptable for award. If an offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another offeror that did not take exception to the terms and conditions of the solicitation.

(e) A proposal deficient in any evaluation factor will not be selected for award.

(f) In accordance with Section L Provision 52.215-1, Instruction to Offerors – Competitive Acquisition, DOE intends to evaluate proposals and award a contract without discussions with offerors (except

clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from both a technical and cost standpoint. The Government reserves the right to seek information clarifying any element of an offer prior to award without discussions. DOE reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(g) If a competitive range is established pursuant to FAR 15.306(c), the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.6 EMCBC-M-1004 Basis for Award

The Government intends to award contracts to multiple responsible offerors whose proposals are responsive to the solicitation and are determined to be the best value to the Government. It is anticipated that there will be 4 to 6 awards resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

Selection of the best value to the Government will be achieved through a process of evaluating the strengths, weaknesses, and deficiencies, of each offeror's technical proposal against the Evaluation Criteria described in Section M and listed below:

- Criterion 1 - Technical and Management Approach (Representative Sample Task)
- Criterion 2 – Relevant Experience
- Criterion 3 - Organization and Staffing
- Criterion 4 – Relevant Past Performance

The criteria (Criteria 1, 2, 3, and 4) are in descending order of importance. However, Criterion 1 is only slightly more important than Criterion 2. Criterion 1 and Criterion 2 combined are significantly more important than Criterion 3 and Criterion 4 combined.

In determining the best value to the Government, all evaluation criteria, other than cost or price, when combined, are significantly more important than the total evaluated cost or price and the evaluated fee ceiling(s) as described below. The Government is more concerned with obtaining a superior technical proposal than making an award at the lowest evaluated price. However, the Government will not make an award at a price premium that it considers disproportionate to the benefits associated with the evaluated superiority of one proposal over another.

The relative importance of the criteria are as follows: The criteria (Criteria 1, 2, 3, and 4) are in descending order of importance. However, Criterion 1 is only slightly more important than Criterion 2. Criterion 1 and Criterion 2 combined are significantly more important than Criterion 3 and Criterion 4 combined.

M.7 EMCBC-M-1005 Technical Evaluation

Evaluation Criteria 1 through 4 constitute the Evaluation Criteria for the Technical Proposal. Corresponding proposal preparation instructions are in Section L. The technical proposal will be point scored and will be evaluated in accordance with the following criteria:

(1) Criterion 1 - Technical and Management Approach (Sample Task)

The offeror's approach will be evaluated to determine the offeror's understanding of and ability to perform the Sample Task. The DOE will evaluate the technical approach to safely and effectively perform the Sample Task in accordance with the requirements of the Sample task. The DOE will consider the following in the evaluation of the overall approach to the Sample Task:

- Safety Programs
- Regulatory Approach, including Environmental Impact Statement
- Safety Basis Approach
- Strategy for obtaining Stakeholder involvement in support of regulatory interactions
- Approach for Soil and Groundwater and DD&R
- Waste Management Approach
- Planned Organizational Structure to Perform Sample Task
- Approach to Risk Management
- Schedule, sequence of activities and milestones, including integration of the DOE and regulator reviews

(2) Criterion 2 - Relevant Experience

DOE will evaluate each offeror, any major or critical subcontractor, and in the case of a newly formed entity, each member's corporate experience in performing relevant work completed within the last five (5) years or currently ongoing which is similar in size, scope and complexity to that described in the PWS. Size is defined as dollar value and duration (NOTE: Work performed within an approximate range of \$75M to \$300M and durations of 3 to 5 years and/or work being performed or that has been performed under two or more contracts/projects concurrently may be considered to be similar). Scope is defined as the type of work (Includes Preparation and implementation of Safety Management Programs; Environmental Remediation Services including design construction and operation of complex groundwater treatment systems; Decontamination and Decommissioning, (including Demolition) & Removal Services of Contaminated Facilities including Facilities classified as Nuclear Hazard Category 3, 2, and/or 1, including associated safety systems; or reactor facilities, whether fueled or defueled; and complex facilities and its associated soils which have multiple hazards such as those containing a combination of radioactivity, elemental sodium, and/or mercury, Waste Management Services including TRU waste, Regulatory services including preparation of draft Environmental Impact Statements (EIS); Radiological controls and safety services; performance of multiple projects, contracts, or task orders concurrently; preparation of safety basis documents; and experience holding and managing public meetings). Complexity is defined as performance challenges (includes completing regulatory documentation; implementing safety basis requirement; disposal of radioactive waste, mixed waste (radioactive and RCRA hazardous), RCRA hazardous waste, asbestos waste, PCB waste, other chemical wastes, and sanitary waste; integration and coordination with other DOE or other government contractors; integration and coordination with stakeholders; environmental remediation; decommissioning and demolition).

DOE will evaluate the experience of the offeror and any major or critical subcontractors, or in the case of a newly formed entity, each member, with respect to the type of work that each entity is proposed to perform and commensurate with the portion of the overall work being performed by each entity. The DOE will also evaluate the offeror's for its overall experience in performing the overall work under the solicitation. The DOE will evaluate the depth and breadth of the role of offeror, its major or critical subcontractors, and if a joint venture or a newly formed entity, each member's role, in the management and execution of the experience cited. If the offeror is a newly formed entity, the experience of the parent organizations or LLC members will be evaluated with respect to the type of work that each entity is proposed to perform and commensurate with the portion of the work to be performed by each entity. **Failure to submit a letter of commitment from a major or critical subcontractor will result in a lower evaluation.**

(3) Criterion 3 - Organization and Staffing

The DOE will evaluate the organization and staffing of the offeror. The DOE will evaluate the following:

- Approach to obtain and provide qualified management personnel for performance of the Task Orders over the period of performance of the contract in the following positions: Project Managers, Radiological Controls Managers, Safety Managers, and Environmental Managers

- Approach to obtain and provide qualified technical personnel for performance of the Task Orders over the period of performance of the contract in the following positions: Health Physicists, Board Certified Safety Professionals, Certified Industrial Hygienist, Radiological Controls Technicians, Quality Assurance Specialists with experience in NQA-1, personnel experienced in Safety Basis preparation and nuclear safety and Project Controls personnel.
- In order to receive credit under Criterion 3, the offeror must provide, on Attachment L-8, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. Additionally, the approach/plan related to the participation of small disadvantaged business (SDB) concerns in task orders to be issued under the contract and approach to meeting the targets identified Attachment L-8 will be evaluated. The offeror's proposal should demonstrate a commitment to Small Disadvantaged Business participation.
- Plan to staff the teams for Task Orders including the resources and expertise to assist in resolution of technical issues/problems and the integration of teaming partners/major or critical subcontractors into a cohesive organization.

If the offeror is proposing to utilize the major or critical subcontractor in its organizational and staffing approach and/or management personnel and/or technical personnel identified in the first and second bullets above, failure to submit a letter of commitment from the major or critical subcontractor will result in a lower evaluation.

(4) Criterion 4 – Relevant Past Performance

Relevant past performance information for the offeror, any major or critical subcontractors and if a joint venture or newly formed entity, each member, in performing relevant work completed within the last five (5) years or currently ongoing which is similar in size, scope and complexity to that described in the PWS will be evaluated. The DOE will also evaluate the offeror's relevant past performance in performing the overall work under the solicitation. Size is defined as dollar value and duration (NOTE: Work performed within an approximate range of \$75M to \$300M and durations of 3 to 5 years and/or work being performed or that has been performed under two or more contracts/projects concurrently may be considered to be similar). Scope is defined as the type of work (Includes Preparation and implementation of Safety Management Programs; Environmental Remediation Services including design construction and operation of complex groundwater treatment systems; Decontamination and Decommissioning, (including Demolition) & Removal Services of Contaminated Facilities including Facilities classified as Nuclear Hazard Category 3, 2, and/or 1, including associated safety systems; or reactor facilities, whether fueled or defueled; and complex facilities and its associated soils which have multiple hazards such as those containing a combination of radioactivity, elemental sodium, and/or mercury, Waste Management Services including TRU waste, Regulatory services including preparation of draft Environmental Impact Statements (EIS); Radiological controls and safety services; performance of multiple projects, contracts, or task orders concurrently; preparation of safety basis documents; and experience holding and managing public meetings). Complexity is defined as performance challenges (includes completing regulatory documentation; implementing safety basis requirement; disposal of radioactive waste, mixed waste (radioactive and RCRA hazardous), RCRA hazardous waste, asbestos waste, PCB waste, other chemical wastes, and sanitary waste; integration and coordination with other DOE or other government contractors; integration and coordination with stakeholders; environmental remediation; decommissioning and demolition).

The evaluation may include contracts similar in size, scope, and complexity to this requirement using information that is readily available to DOE, either furnished by the offeror's customers and/or information obtained from other sources. DOE may query available Government databases, Government and

Commercial references submitted by the offeror, and questionnaires received from references sent to those references by the offeror. Other sources may include, but are not limited to, interviews with technical personnel, Contracting Officers and other available data.

The Government will consider in its evaluation the degree of relevance and similarity of the offeror's past performance information, the offeror's written discussion of past performance problems, and the corrective actions taken to resolve those problems. More relevant Past Performance may receive greater consideration. More recent relevant past performance information may also be given greater consideration.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably. DOE will not consider any past performance information regarding major or critical subcontractors who have not submitted a letter of commitment. The evaluation of relevance, which includes size, scope, and complexity, will be evaluated in context of the work or role that the entity is proposed to perform under the contract.

The offeror's past performance shall be evaluated based on its ability to demonstrate the following:

- quality of work (conformance to contract requirements and standards of good workmanship)
- timeliness (adherence to contract schedules)
- cost control (may be "not applicable" if prior efforts were firm fixed price), including adherence to cost estimates/budgets.
- ES&H Program in compliance with contract requirements and protective of workers, public, and environment
- subcontractor management (effective subcontractor management, if applicable)
- regulatory compliance programs and interfaces (effectively manage regulatory compliance programs and regulatory interfaces)
- quality assurance program (develop and implement an effective quality assurance program)
- customer satisfaction (provide reasonable and cooperative behavior and commitment to customer satisfaction).
- problem resolution (resolve problems encountered on the contract and implement corrective actions in a timely manner)
- business relationships (demonstrate business-like concern for the interest of the customer)
- past performance in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation.

M.8 EMCBC-M-1006 Cost Evaluation

DOE will evaluate each offeror's proposed cost for the Sample Task, using one or more of the techniques defined in FAR 15.404, in order to determine if the proposed costs are reasonable, realistic, and complete. The government will evaluate the realism of each offeror's proposed costs. The evaluation of cost realism includes an analysis of specific elements of each offeror's proposed cost to determine whether the proposed estimated cost elements are sufficient for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the methods of performance and materials described in the offeror's technical proposal.

The cost proposal will not be point scored or adjectively rated but will be evaluated for consistency with the Technical Proposal and will be used in determining which proposal represents the best value to the Government.

For evaluation purposes, DOE will compute the most probable cost associated with the offeror's proposal. The total evaluated price is the Government-determined most probable cost plus the proposed fee ceiling for cost plus award fee in Section B.2.

Evaluated Fee Ceilings: DOE will evaluate the fixed fee and award fee ceilings proposed as part of its best value determination in accordance with the following:

The proposed fee ceilings will not be point scored or adjectively rated but will be evaluated for consistency and reasonableness and commensurate with the risk for the type of work to be required under this contract. The proposed fee ceilings will be used in determining which proposal represents the best value to the Government. The cost plus award fee ceiling will be included as part of the total evaluated price for the sample task. The fixed fee proposed will be evaluated separately in accordance with the above regarding consistency and commensurateness. Offerors that propose a fixed fee that exceeds the statutory limitation specified in FAR 15.404(c)(4)(i) may be ineligible for award.